

# **Request for Proposals (RFP)**

## **INMATE MENTAL HEALTH CARE SERVICES**

**Solicitation No. DPSCS Q0010020**



**Department of Public Safety and Correctional Services**

**Issue Date: Monday, January 25, 2010**

**Minority Business Enterprises are encouraged to respond to this solicitation**

**Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services website or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.**



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**STATE OF MARYLAND**  
**NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-339-5013 to the attention of BJ Said-Pompey.

**Title:            INMATE MENTAL HEALTH SERVICES**

**Solicitation No: DPSCS Q0010020**

1.     If you have responded with a "no bid", please indicate the reason(s) below:
- ☐ Other commitments preclude our participation at this time.
  - ☐ The subject of the solicitation is not something we ordinarily provide.
  - ☐ We are inexperienced in the work/commodities required.
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ☐ The scope of work is beyond our present capacity.
  - ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section)
  - ☐ We cannot be competitive. (Explain in REMARKS section.)
  - ☐ Time allotted for completion of the bid/proposals is insufficient.
  - ☐ Start-up time is insufficient.
  - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ☐ MBE requirements. (Explain in REMARKS section.)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ☐ Payment schedule too slow.
  - ☐ Other: \_\_\_\_\_
2.     If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Offeror Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_



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## **KEY INFORMATION SUMMARY SHEET**

### **STATE OF MARYLAND**

#### **Request for Proposals**

#### **Inmate Mental Health Care Services**

#### **Solicitation No. DPSCS Q0010020**

**RFP Issue Date:** **Monday, January 25, 2010**

**RFP Issuing Office:** **Department of Public Safety and Correctional Services**

**Procurement Officer:** **BJ Said-Pompey**  
**Director of Procurement Services**  
**Office Phone: (410) 339-5013**  
**Fax: (410) 339-4240**  
**E-Mail: [bjsaid-pompey@dpscs.state.md.us](mailto:bjsaid-pompey@dpscs.state.md.us)**

**Proposals are to be sent to:** **Department of Public Safety and Correctional Services**  
**300 East Joppa Road, Suite 1000**  
**Baltimore, MD 21286**  
**Attention: BJ Said-Pompey, Director of Procurement Services**

**Pre-Proposal Conference:** **Wednesday, February 17, 2010 – 9:00 AM (Local Time)**  
**Department of Public Safety and Correctional Services**  
**Patuxent Institution roll-call room**  
**7555 Waterloo Road**  
**Jessup, Maryland 20794**

**Closing Date and Time:** **Tuesday, February 26, 2010 at 2:00 PM (Local Time)**

**NOTE:** Prospective Offerors who have received this document from the Department of Public Safety and Correctional Service's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Form in Microsoft Excel.



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## Section 1 General Information

### 1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS) hereinafter called the “Department” or the “Agency”, is soliciting proposals from qualified Offerors to provide inmate mental health services within the confines of specified correctional institutions of the Maryland Division of Correction (DOC) and Maryland Department of Pretrial Detention and Services (DPDS).

### 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- 1.2.1 “Agency” means the Department of Public Safety and Correctional Services.
- 1.2.2 “American Correctional Association (ACA)” means the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 1.2.3 “Area Contract Operations Manager (ACOM)” means the State employed representative of the DPSCS, Office of Inmate Health Services, charged with oversight of contract operations within a particular Service Delivery Area. For mental health services, the ACOM shall coordinate oversight with the Office of Mental Health Services.
- 1.2.4 “Confidential information” means any data, files, software, information, or materials (whether prepared by the Department or its agents or advisors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized that is classified confidential as defined by the Department. Examples of confidential information include, but are not limited to, medical and mental health records, technology infrastructure, financial data, trade secrets, equipment specifications, user lists, passwords, research data, technology data.
- 1.2.5 “Chief Psychologist” means the State employed licensed psychologist responsible for oversight of mental health services at an individual institution.
- 1.2.6 “Department” means the Department of Public Safety and Correctional Services.
- 1.2.7 “Department of Public Safety and Correctional Services (DPSCS)” means the cabinet level unit of state government responsible for the supervision, care and custody of persons committed to the Division of Correction and the Division of Pretrial Detention and Services as well as those under the supervision in the community of the Division of Parole and Probation.





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- 1.2.8 “Director of Mental Health Services” means the Agency employee designated by the Assistant Secretary for Treatment Services responsible for the delivery of mental health services to the inmate population through the combined and coordinated efforts of State employees and private services.
- 1.2.9 “Division of Correction (DOC)” means the State prison system for Maryland within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 3 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.10 “Division of Pre-trial Detention and Services (DPDS)” means the Pre-trial booking and detention facility for the City of Baltimore. It is State operated within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 5 of the Correctional Services Article, Maryland Annotated Code.
- 1.2.11 “Inmate” means any person sentenced to or incarcerated within the Division of Correction (DOC), the Patuxent Institution (Patx), or the Division of Pre-trial Detention and Services (DPDS), any arrestee in the custody of DPDS whether committed or not committed to DPDS, any alleged parole violator in the custody of DOC, Patx or DPDS, and any person otherwise detained in any DPSCS facility, regardless of jurisdiction of original commitment.
- 1.2.12 “Lead Mental Health Staff” means the State employed mental health staff who, when a Chief Psychologist is not on staff at an institution, is responsible for oversight of mental health services at an individual institution.
- 1.2.13 “Maryland Commission on Correctional Standards (MCCS)” means the Commission within the Department responsible for recommending and enforcing through inspection the minimum mandatory standards and approved standards for State and local correctional facilities as established and governed by Title 8, Subtitle 1, Correctional Services Article, Maryland Annotated Code.
- 1.2.14 “Mental Health Provider” means the successful Offeror to this RFP for mental health services unless modified by reference to one of the other health care provider modules, such as *medical or dental provider*.
- 1.2.15 “National Commission on Correctional Health Care (NCCHC)” means the national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
- 1.2.16 “Patuxent Institution (Patx)” means the prison within the Department of Public Safety and Correctional Services for inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent’s programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.





- 1.2.17 “Service Delivery Area (SDA)” means one of four geographical regions into which the State is divided for purposes of managing inmate health care services. The four SDA’s include Eastern, Jessup, Baltimore, and Western. The Western SDA merges the Western and Hagerstown DOC regions.
- 1.2.18 “Special confinement populations” means any population housed together within a correctional facility who are subjected to restrictions within the facility due to their status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, mental health special needs units, and behavioral special needs units.
- 1.2.19 “Staff” means a successful Offeror’s employees, a successful Offeror’s sub-contractors, and the employees of a sub-contractor.
- 1.2.20 “911 Event” means an emergency medical situation that requires immediate medical attention including first aid and or CPR. The immediate response to any life threatening on set of illness of symptoms including any accidental injury, this response includes staff, inmates, visitors and any individual on the grounds of the facility.

### **1.3 Contract Type**

The Contract that results from this RFP shall be a fixed price plus incentive in accordance with COMAR 21.06.03.02. and 21.06.03.04.

### **1.4 Contract Duration**

The contract performance period shall be three years, and commences on the date that the Department executes the contract on or about **July 1, 2010** and terminates on or about **June 30, 2013**.

### **1.5 Procurement Officer**

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Director of Procurement Services as listed below:

BJ Said-Pompey  
Director of Procurement  
Department of Public Safety and Correctional Services  
300 East Joppa Road, Suite 1000  
Baltimore, Maryland 21286  
Telephone #: 410-339-5013  
Fax #: 410-339-4240  
[bjsaid-pompey@dpscs.state.md.us](mailto:bjsaid-pompey@dpscs.state.md.us)

The Department may change the Director of Procurement Services at any time by written notice to the Offerors.



## 1.6 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State’s Contract Manager is:

Thomas P. Sullivan. Director  
Department of Public Safety and Correctional Services  
Treatment Services, Office of Inmate Health Services  
6776 Reisterstown Road Suite 309 Baltimore MD 21215  
Telephone # (410) 585-3368  
Fax # (410) 764-4195  
[tpsullivan@dpscs.state.md.us](mailto:tpsullivan@dpscs.state.md.us)

The Department may change the Contract Manager at any time by written notice to the Contractor.

## 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (“Conference”) shall be held on **Wednesday, February 17, 2010**, beginning at **9:00AM (local time)**, at the Department of Public Safety and Correctional Services, Patuxent Institution, 7555 Waterloo Road, Jessup, Maryland 20794. All interested prospective Offerors are encouraged to attend in order to facilitate their understanding of the RFP requirements. Those attending the Conference are directed to enter the main gatehouse through the “employee entrance”, and will be directed to the roll call room by the Patuxent Institution staff.

The Conference shall be transcribed. A copy of the transcript of the Conference may be obtained at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy shall be provided at the Conference. In addition, as promptly as is feasible a summary of the Conference and all questions and answers known at that time shall be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

For security purposes and adequate accommodations at the Conference, it is requested that by **2:00 PM (local time), Tuesday, February 16, 2010**, all prospective Offerors planning to attend shall email [bjsaid-pompey@dpscs.state.md.us](mailto:bjsaid-pompey@dpscs.state.md.us) or fax the Pre-Proposal Conference Response Form to Procurement Officer at (410) 339-4240 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

## 1.8 Site Visits

Site Visits for DPSCS Office of Inmate Health Services RFP Potential Bidders (Medical, Mental Health, Dental, and Pharmacy)

Offerors are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be more fully informed as to physical plant specific and how needs should be considered in the development of proposals.



Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential bidders with the geography and physical layout of the facilities to be served for vendors receiving contracts. Questions about the RFP should be saved for the Pre-Proposal Conference where all present will hear the same answers at the same time.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representative of each potential Offeror attend.

The information that must be submitted includes a Name, Social Security Number, and Date of Birth. This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours.(Dates to be terminated).

Restrictions in addition to the numbers that may tour include the following:

- No communication devices (cell phones, beepers, Blackberries, computers, etc.) will be admitted to any DOC or DPDS facility (This is all DPSCS facilities Statewide). The same applies to any weapons or cameras.
- No purses, bags, lunches, briefcases, or other carry-in materials more than a pad of paper and a writing instrument will be permitted in any facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time vendor representatives will be on site).
- There can be no clothing items made from denim worn into facilities.
- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them in some facilities so they should be avoided), shorts, tee- shirts, and jeans of any material.
- No sundries can be taken into facilities including tobacco, soda, water, other drinks, gum, candy, snacks. If it is necessary to have some sort of food secondary to a medical condition, it must be carried in a clear plastic baggie for inspection by security on arrival at each facility.

All vendors touring facilities should come prepared to walk multiple blocks, so comfortable shoes are advisable. (Heels may easily catch on catwalk-tiers in some of the facilities even if walking is not a part of the day).

All persons participating in these tours must carry a picture ID with them (such as a driver's license).

All persons visiting should be aware that they shall be searched including an electronic screening and a pat down at a minimum.

Some of the Service Delivery Areas (SDAs) will require that vendors touring move their cars from facility to facility so plans to carpool are essential as parking may be less than desirable in some SDAs, and nearly impossible in Baltimore. The Assistant Commissioner in Baltimore has arranged for vendors touring the Sentenced facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information to be admitted to facilities. There are only ten (10) spots to be "borrowed" so this will also be first-come-first-served, and carpools will have extra consideration over single drivers.



**Potential Bidder dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS website no later than February 5, 2010.**

Directions to the DPSCS facilities can be found on the web at:

[http://www.dpscs.state.md.us/locations/dpp\\_offices.shtml](http://www.dpscs.state.md.us/locations/dpp_offices.shtml)

## **1.9 Questions**

The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all Contractors who are known to have received a copy of the RFP.

## **1.10 Proposals Due (Closing) Date**

An unbound original and eight (8) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time) on Tuesday, February 26, 2010** in order to be considered. An electronic version on CD of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, November 19, 2008 at 2:00 PM (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

## **1.11 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.



## **1.12 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

## **1.13 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

## **1.14 Oral Presentation**

Offerors may be required to make oral presentations to DPSCS' representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations shall become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer shall notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations follow a specified format and shall generally be limited to forty-five - (45) minutes of presentation time, followed by fifteen - (15) minutes of questions and discussion. The Procurement Officer shall issue a letter with details and instructions prior to the presentations.

The presentation may include but is not limited to the following items in the Offeror's technical proposal.

- a. Description of how the proposed services shall be provided.
- b. Description of how the Offeror plans to meet the requirements identified in the RFP.
- c. Offeror's experience and capabilities.
- d. Description of the Offeror's organization.
- e. Which organizational unit shall provide the different services (show on an organization chart)?
- f. Description of references.



### **1.15 Incurred Expenses**

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

### **1.16 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

### **1.17 Protests/Disputes**

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.18 Multiple or Alternate Proposals**

Multiple or Alternate proposals will not be accepted.

### **1.19 Minority Business Enterprises**

A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. The contractor must attempt to subcontract with certified MBEs for a total subcontract value of at least 10% of the total value. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. The work components that are subcontracted to MBE's shall be reasonably related to the services required in this RFP.

By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount under the contract shall be performed by certified minority business enterprises. A prime contractor — including an MBE prime contractor — must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal. A prime contractor comprising a joint venture that includes MBE partner(s) must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal.

1.19.1 A bidder or offeror must include with its bid or offer:

- a. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, affirms that it made commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- b. A completed MBE Participation Schedule (Attachment D2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The



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phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

**If a bidder or offeror fails to submit properly completed Attachments D-1 and D-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

1.19.2 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

- a. Outreach Efforts Compliance Statement (**Attachment D-3**);
- b. Subcontractor Project Participation Statement (**Attachment D-4**);
- c. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11;
- d. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

1.19.3 For MBE contract administration compliance, the contractor awardee shall:

- a. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- b. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- c. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.





- e. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

#### **1.20 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

#### **1.21 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. Sub-Contractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

#### **1.22 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal.** A proposal that takes exception to these terms may be rejected.

#### **1.23 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.24 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

#### **1.25 Arrearages**

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.



## **1.26 Procurement Method**

This contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

## **1.27 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

## **1.28 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provide as follows:

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

## **1.29 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M) entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are



located. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or [ravallone@dllr.state.md.us](mailto:ravallone@dllr.state.md.us). Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

### **1.30 Prompt Payment to Subcontractors**

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at [http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

### **1.31 Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment L and can be downloaded at the following URL: [http://compnet.comp.state.md.us/General Accounting Division/Static Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf)

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## **Section 2 MINIMUM QUALIFICATIONS**

Offerors shall clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

### **2.1 Minimum Corporate Qualifications**

Offeror shall have three (3) years experience in the delivery of correctional mental health care within a statewide correctional system. Mental Health experience shall include the full implementation of a mental health program, which includes psychiatric services, psychological services, and full implementation of psychiatric medication, prescriptions, and distribution. Experience shall also include provisions for the management for special needs units and therapeutic communities.

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## Section 3 SCOPE OF WORK

### 3.1 General Provisions

- 3.1.1 The Agency has delegated responsibility for the management of the delivery of inmate health care to the DPSCS Assistant Secretary for Treatment Services and, concomitantly, to the Office of Inmate Health Services (OIHS).
- 3.1.2 The terms within the RFP shall be incorporated by reference into the contract unless explicitly modified. The Agency intends that all provisions be susceptible to substantive enforcement at that time, regardless of the terminology. Whether the substantive provision is conveyed as the requirement of a plan, acknowledgment of an obligation, or assumption of a responsibility, the Agency shall be entitled to substantive enforcement of the requirement.
- 3.1.3 The terms and conditions contained in the RFP constitute the basis for the procurement of the resulting contract. This RFP as well as the proposal, if accepted, will become part of any agreement of the parties. Any ambiguity or inconsistency among documents shall be resolved by applying the following order of precedent:
- (1). applicable contract including any amendments (primary priority principle)
  - (2). This RFP and appendices including any addenda and written answers to Offeror questions.
  - (3). The successful Offeror's proposal submitted in response to this RFP including amendments (lowest priority principle).
- 3.1.4 The Department's Assistant Secretary for Treatment Services, Agency Director for Mental Health Services as well as the Agency Director of the Office of Inmate Health Services, Agency Medical Director, or Agency Director of Nursing (DON) may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate at any point during the duration of the contract that are consistent with the terms of the contract. Direction beyond the terms of the contract and any formal communications shall be within the sole province of the Director of Inmate Health Services.
- 3.1.5 Success in the provision of inmate mental health services in a multi-vendor model in partnership with the Agency is dependent on communication. As described within this RFP, the Agency depends on regular meetings on an array of substantive issues to address inmate health needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Agency. These representatives will need to have decision-making authority.
- 3.1.6 The Mental Health Provider shall ensure that only qualified mental health professionals will provide required services, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Mental Health Care Programs. This includes adherence to requirements for oversight of delegated tasks.



- 3.1.7 At the Agency's request, the Mental Health Provider shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings. The Mental Health Provider shall provide consultation to the Agency on matters of inmate movement within Departmental facilities to ensure that the needs of the inmate patients are met in conjunction with space and resource requirements for certain geographic areas.
- 3.1.8 The Contractor shall agree that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the Department in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.
- 3.1.9 The Mental Health Provider is expected to assume full responsibility for the full provision of mental health services effective upon the contract resulting from this RFP going into effect on or about July 1, 2010 or thereafter as determined in conjunction with this RFP process and the required approval of the Board of Public Works.
- 3.1.10 In the event that a mental health patient is determined to lack competency such that a guardian should be appointed for the purpose of making decisions related to mental health treatment, litigation for the appointment of such a guardian shall be the responsibility of the Mental Health Provider, who shall bear the cost for such litigation.

## **3.2 Introduction**

- 3.2.1 The Department is soliciting for the provision of specialized mental health services to the inmate population of the Department. This procurement is to result in a contract for programs and services providing a comprehensive, patient-centered mental health care delivery system that is fully integrated with and cooperative with existing Department mental health services. Additionally, the mental health services are to be fully integrated with and cooperative with inmate medical services being provided.
- 3.2.2 The Contractor shall provide all outpatient psychiatric providers, outpatient psychiatric nursing as appropriate and shall provide staffing and oversight for three inpatient psychiatric units as well as providing psychiatric services to special needs units throughout the state. The Contractor shall be also responsible for intake and screening services at the Baltimore Booking and Intake Center as well as primary intake facilities in the state (MRDCC, MCI-W). The Contractor is responsible for staff, equipment (except as excluded herein), and supplies (other than on site medications), as well as all mental health specialist and other secondary care, on and off site. Mental health care includes regular rounds for individuals in special needs housing including all segregation units. Additionally, the Contractor shall be responsible for the development of a utilization review process for mental health services and shall cooperate and coordinate with all utilization review within the Agency.



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- 3.2.3 This mental health services module is one component of the overall inmate health services program within the Department. Simultaneous with this RFP, the Agency has issued separate RFP's for medical and utilization management services, dental services, and pharmacy services. Despite the separate contract awards, this RFP delineates areas in which the Offeror is responsible for coordination with other contractors in the provision of services.
- 3.2.4 The management of the contracts of the various health care services lies with the Director of Inmate Health Services.
- 3.2.4.1 Generally, the Agency Director of Inmate Health Services manages the contract but receives direction with respect to clinical issues from the Agency Medical Director and Director of Mental Health Services. On-site monitoring and direction is delegated to Area Contract Operations Monitors (ACOMS) under the supervision of the Agency Director of Nursing and in consultation with Chief/Leads of Facilities.
- 3.2.4.2 In the area of mental health services, Agency management is further supplemented by the Director of Mental Health Services, who answers directly to the Assistance Secretary for Treatment Services of the Department. The Director of Mental Health has direct authority over the Agency mental health employees delivering direct mental health services. By Departmental Directive, the Director of Mental Health has responsibility for the overall (state and contracted) mental health program. The Director of Mental Health has delegated responsibility to the Agency Chief Psychologist or lead Mental Health Staff person (as determined by the Director of Mental Health) to serve as the Mental Health Program Director for each institution. The Chief/Lead is responsible for the oversight of overall provision of services to the inmate population at that institution. Provider staff shall look to the chief/Lead (as the representative of the Director of Mental Health) for overall direction with respect to the mental health program.
- 3.2.5 Remuneration to the Contractor shall be based on payment of a monthly capitated rate. Any cost of doing business is considered an expense applicable to the Mental Health Provider and shall be absorbed within the price proposed.
- 3.2.6 The Agency currently has a Mental Health Strategic Vision. This Vision is to be implemented over a 5-year period. This plan includes the consolidation of inmates with serious mental health problems and behavioral difficulties into core service areas in order to allow for effective use of resources and staffing in their treatment. It is anticipated that this plan may result in the need for flexibility of the Mental Health Provider in placement and scheduling of staff. It is an expectation of this RFP that the Offeror's proposal will include coordination and cooperation with the Director of Mental Health Services to make the necessary amendments to staffing.
- It is not anticipated that the implementation of this plan will result in additional costs or expenses nor that it will result in additional staffing needs. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through the required amendment procedures.
- 3.2.7 During the course of this contract the contractor may be required to perform additional work. That work will be within the general scope and mission of the initial contract. When additional work is required the Director of Inmate Health, as the Contract Manager, in coordination with the Director of Mental Health, shall submit to the Mental Health Provider a written description of the additional work, and request the Mental Health Provider to submit a firm plan for





accomplishing the additional work and a firm price for the additional work. The Mental Health Provider will not commence additional work until the Director of Inmate Health Services has secured any required state approvals necessary for the amendment and issued a written contract amendment approved by the Secretary for DPSCS or the Secretary's designee.

### **3.3 Multi-Provider Model for the Delivery of Care to those in custody of the Agency**

- 3.3.1 The multi-disciplinary services system for the delivery of inmate health care represented by this RFP, together with the simultaneous modules identified in this section requires collaboration between state mental health employees, various vendors, sub-contractors, custody, and the Agency overseeing the contract. In order to meet the total mental health care needs of the individual in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the contract.
  - 3.3.1.1 Full integration of a mental health care system requires that there be collegial relationships between disciplines regardless of employer or contract holder. That integration extends to the Agency and it is expected that awarded contractors shall share information openly and without discretion with the Agency mental health care management to ensure the Agency is aware of any and all positive progress as well as any adverse situations that may arise throughout the term of the contract. Staff of all awarded contractors should expect to speak openly with Agency representatives without filter or fear of retribution.
  - 3.3.1.2 In cases in which the mental illness of the inmate interferes with effective communication of medical needs or cooperation with needed medical treatment, the Mental Health Provider may be asked to assist the Department in any other service area to ensure that the inmate receives necessary care.
- 3.3.2 The Mental Health Provider shall participate in, no less than quarterly, regional meetings with other DPSCS Mental Health Care employees as well as quarterly regional meetings with DPSCS Medical Health Care Contractors to identify trends and promote cost effective practices for the medical services providers.
- 3.3.3 In the area of mental health services, the Mental Health Provider must be prepared to work in a coordinated and integrated way with Agency staff also charged with providing direct care to the inmate population. An Offeror shall set forth how the on-site care providers (state and contracted) will work together as a multi-disciplinary treatment team to evaluate, treat and clinically manage the population as is necessary and appropriate. In so stating, the proposal shall acknowledge that the Chief/Lead of the Agency mental health staff for the institution is responsible for the overall allocation of resources and clinical planning at the institution in consultation with the contractor and within the bounds of the contract.



### 3.4 Geographical & Inmate Status Scope of Responsibility

- 3.4.1 Inpatient mental health units are located at DPDS, MCI-W and Patuxent (for DOC). Mental Health special needs units are currently located or are planned to be operational by the commencement of this contract at MCI-W, Patuxent, a facility in the Hagerstown region, and NBCI.
- 3.4.2 The mental health services requested under this RFP are to be delivered for all persons incarcerated or otherwise held in any institution of the DPSCS. As set forth more fully below, DPSCS operates the institutions comprising the Maryland Division of Correction (DOC), the Patuxent Institution (Patx), and the Maryland Division of Pre-Trial Detention and Services (DPDS).
- 3.4.2.1 As described more fully in Attachment G (DPSCS Overview), DOC is comprised of approximately 23 institutions and pre-release facilities. They are separated for contract management into four service delivery areas (SDA). These designations vary somewhat from the five DOC “Regional” designations made for correctional management purposes. The SDA’s are:
- (1). The **Western SDA** is comprised of two facilities outside of Cumberland, and three maintaining institutions and one pre-release facility in Hagerstown. The Western Service Delivery Area houses a Behavior Management Program (custody run with mental health consultation) and a Special Needs Unit (mental health program – maximum security). A second Special Needs Unit for medium security is being planned. Western SDA serves approximately 8200 inmates. Services to be provided in the Western SDA include outpatient sick call and chronic care psychiatric clinics, psychiatric services to special needs and behavioral management units, as well as segregation rounds and management/assessment of individuals experiencing psychiatric crisis.
  - (2). The **Eastern SDA** is comprised of one two-compound institution (ECI) and a minimum facility (ECI-Annex) in Somerset County, and a minimum/pre-release facility in Wicomico County. There is a mental health special housing unit at ECI. The Eastern SDA serves approximately 3350 inmates. In addition, there is a special needs unit at ECI, which provides care for individuals identified with acute or serious mental health needs. Services to be provided include outpatient sick call and chronic care psychiatry clinics, segregation rounds, and management of individuals experiencing psychiatric crisis.
  - (3). The **Jessup SDA** (Anne Arundel County, Carroll County, Queen Anne’s County, Charles County and Howard County, ) is comprised of seven facilities including two maintaining institutions for males, the maintaining institution for females (MCIW), the Patuxent Institution, two minimum security facilities (one of which serves as the gateway to and from the Pre-release system), and a pre-release facility. There are two correctional mental health centers (190 bed male and 12 bed female) as well as a mental health transition unit and a mental health step-down unit. There is State Psychiatry staff at the Patuxent Institution who serve inmates in the statutory Patuxent Programs (Eligible Person and Youth); however, in addition to operating the acute



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unit at the facility, the Mental Health Provider also provides outpatient support to non-program inmates at the Patuxent Institution. Approximately 250 inmates receiving substance abuse treatment, evaluation or other housing at Patuxent are served through an outpatient mental health clinic. The Jessup SDA serves approximately 6150 inmates in both incarcerated and pre-release programs. Services to be provided in the Jessup SDA include operation of the men's and women's inpatient/residential psychiatric treatment units, intake screening and classification at MCI-W (identified intake site), outpatient sick call and chronic care psychiatry clinics, segregation rounds and management of individuals experiencing psychiatric crisis.

- (4). The **Baltimore SDA** is comprised of three maintaining institutions, one of which is the Reception and Diagnostic Center (MRDCC), and two pre-release units. DPDS is also located within the Baltimore SDA. The number of inmates served in the Baltimore SDA (both pre-trial and sentenced) is approximately 7000. Services to be provided in the Baltimore SDA include segregation rounds, outpatient sick call and chronic care psychiatry clinics, and intake and screening of all admissions to MRDCC and BCBIC. Additionally, crisis intervention and assessment of individuals is expected.

- 3.4.2.2 Mental health services shall include intake and screening of all admissions to the booking facility according to policy, management and staffing of a men's inpatient unit as well as providing mental health and psychiatric care for women's inpatient mental health beds. Mental health services shall include sick call and chronic care psychiatric clinics for the population of DPDS.

The duty to provide mental health care extends to all inmates accepted for booking at BCBIC through commitment, as well as those committed to the custody of the Division of Pre-trial Detention and Services, notwithstanding that count is based on only those committed.

- 3.4.3 The Mental Health Provider is expected to design staffing and programs to conform to the security level and security needs of each institution. Security needs of institutions will not be accepted as reasons why work could not be completed as contracted. The security level of each institution is based on physical features that help control inmate behavior and prevent escape.

- 3.4.4 The Department has prisons with six security levels:

- (1). Maximum Level II is the highest security level for special problem males who have shown a pattern of violence or institutional misconduct, or are very high escape risks. Assignment to this security level involves a reduction in programs and privileges. Inmate movement is highly restricted and is conducted under close direct supervision.
- (2). Maximum Level I security confines inmates who pose a high risk of violence, are escape risks, have a history of serious behavior problems or are likely to have serious behavior problems. Movement is supervised and scheduled.



- (3). Medium Level I security confines inmates who have some risk of violence, moderate risk of escape or a limited history of behavior problems. Housing units are under continuous supervision and movement is scheduled.
- (4). Minimum-security facilities have fewer security features and confine inmates having less risk of violence or escape and a satisfactory behavior record. Movement within the facility may occur with or without direct supervision.
- (5). Pre-Release is the lowest security level. Pre-release facilities have the fewest security features. This level is for inmates who present the least risk of violence or escape and have established an excellent record of acceptable behavior. Inmates may have access to the community for work release, special leave, compassionate leave and family leave.
- (6). Administrative security facilities have multiple security levels and a unique role and mission.

3.4.5 Maryland hosts a number of federal inmates throughout its system. A concentration of federal inmates (up to 250 of the 500 beds) currently occupies the Maryland Correctional Adjustment Center (MCAC) in Baltimore. All of these inmates are present in short term status in conjunction with a court appearance at the Federal Court in Baltimore.

3.4.6 All federal inmates shall be treated in a manner consistent with that required for the entire DPSCS population.

### **3.5 Plan for the Delivery of Inmate Mental Health Care**

3.5.1 Upon an award of a contract, the Mental Health Provider shall be responsible for implementing the full terms of the integrated mental health care system described in its plan in coordination with the Agency's other mental health and health care providers. Correctional facilities are placed not only in large urban centers but in remote rural areas. The contractor will be expected to maintain appropriate and professional staffing in all areas of the state and to describe ways in which quality of care is consistent across all geographical locations.

3.5.2 The proposed plan shall include an acknowledgement of the obligation and description of the Mental Health Provider's ability to adhere to and maintain compliance, throughout the three-year term of the contract, with the following:

- (1). All Consent Decrees and Memoranda of Agreement in force and effect, including but not limited to the Memorandum of Agreement between the Agency and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the Federal District Court for the District of Maryland in the case of DuVal v O'Malley;
- (2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;



- (3). Standards promulgated by the Maryland Commission on Correctional Standards;
- (4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Mental Health Services, Office of Inmate Health Services, and directives, regulations, and post orders of DPSCS or any of the custody agencies relating to security and employee conduct, as currently existing and as modified throughout the term of the contract;
- (5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and
- (6). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

3.5.3 The proposed plan shall acknowledge the obligation of the Mental Health Provider to respond, if requested, to evaluate and treat all inmate, visitor, employee and staff mental health emergencies as professionally necessary and appropriate, and to make appropriate referrals and complete reports as required by the Agency.

3.5.4 The plan shall acknowledge the obligation of the Mental Health Provider to obtain and retain all Federal and State licenses and certificates necessary to legally provide the mental health services contracted for in the name of the Agency, and to provide copies as directed by the Agency. The Offeror shall acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Agency's programs to be maintained immediately upon receipt of invoice, and to report all matters regarding licensure promptly to the Agency in the manner directed.

3.5.5 Any substantive obligation set forth as a required component of the plan shall be susceptible to substantive enforcement upon award of contract.

### **3.6 Staffing and Management**

3.6.1 At non-specialty units and institutions (non-intake institutions) Mental Health Care Providers (Psychiatrists, Psychiatric nurses, and other practitioners) shall be located on site in numbers and in type consistent with the needs of the inmate population

3.6.2 Use of Physician Extenders for provision of direct care services must be reviewed and approved by the Director for Mental Health Services in consultation with the OIHS Medical Director.

3.6.3 The Contractor's organizational chart shall show a strategically placed Statewide Medical Director/Psychiatrist who shall bear ultimate responsibility for the performance of facility medical staff including physicians, nurse practitioners, and physician assistants. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the Mental Health Provider is obligated.

3.6.4 The Provider's Administrative management shall not direct clinical decisions or determinations. Clinical determinations and decisions shall be made by clinical staff with consultation and



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support from the Mental Health Provider's Medical Director and/or the Chief/Lead of the individual institution.

- 3.6.5 In the event that the Mental Health Provider determines that additional staffing is necessary to deliver the services required, the Mental Health Provider shall institute that staffing at its own expense, absent a material change in circumstances, after the time of the award, acknowledged in writing by the Agency Director of Inmate Health Services in consultation with the Agency Director for Mental Health Services.
- 3.6.6 The Contractor shall ensure that there is no interruption in services due to staff vacancies, vacations, trainings, or any other situation that may or may not make it appear that there are insufficient personnel to complete services named throughout this document. Services shall be provided, at no additional cost to the Agency, through the use of per diem personnel and will continue to be provided in that manner until all vacancies or otherwise unavailable staff is in place.
- 3.6.7 The use of any interns, residents, fellows or other professional trainees shall be reviewed for approval by the Director of Mental Health prior to entering into any training agreement being. Allowance of such trainees toward fulfillment of any staffing obligation shall be in the discretion of the Director of Mental Health.
- 3.6.8 There shall be clear, written lines of communication that include responsibility, accountability, and consequences of neglect of those items. The Agency shall be included in that communication plan as it regards any and all aspects of inmate health.
- 3.6.9 Administrative and clinical management meetings shall occur regularly and no less than monthly. The Mental Health Provider shall provide minutes of those meetings to the Director of Mental Health Services.

### **3.7 Policies and Procedures**

- 3.7.1 Conflicts between Agency and Contractor policies and procedures will be considered by the Director for Mental Health Services. However, the Director of Mental Health Services' decision on any matters of administrative policy and/or procedure shall be considered as final. Matters relating to conflict with respect to the terms of the contract or this RFP shall be finally determined by the Director of Inmate Health Services.
- 3.7.2 The Agency reserves the right to approve or withhold approval of policies and procedures of the Contractor prior to implementation.
- 3.7.3 The Mental Health Provider shall ensure that its staff recognizes the obligation to abide by these comprehensive Policy and Procedure Manuals.
- 3.7.4 Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards. Mental Health Provider policies and procedures shall meet ACA standards, NCCHC standards, MCCS standards and applicable Maryland statutes, regulations, policies and guidelines.





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- 3.7.5 Policies and procedures shall be reviewed and updated.
- 3.7.5.1 The policy review shall occur at least once in every twelve (12) month period.
- 3.7.5.2 A statement signed by the Mental Health Provider's Medical Director and Senior Administrator in Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Director for Mental Health Services by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document.
- 3.7.6 Policies and Procedures shall include, but are not limited to, direction regarding the following:
- (1) Administration and oversight
  - (2) Mental Health Care Delivery
  - (3) Response to Requests for Service
  - (4) Intake and screening
  - (5) Psychiatry Sick Call Clinic
  - (6) Psychiatry Chronic Care Clinics
  - (7) Inmate Deaths and Mortality Review
  - (8) Medication management
  - (9) Laboratory
  - (10) Medical Records
  - (11) Integration with State Mental Health Staff
  - (12) Pharmacy Services Integration
  - (13) Medical Services Integration
  - (14) OIHS Integration
  - (15) Management of Pregnancy during psychotropic treatment
  - (16) Substance Abuse Management
  - (17) Suicide Prevention
  - (18) Continuous Quality Improvement
  - (19) Dental Services Integration
  - (20) Psychiatric Emergency Care
  - (21) Emergency Management Plans
  - (22) Equipment and Supply Inventory Control
  - (23) Risk Management
  - (24) Utilization and Utilization Review
  - (25) Restraint and Seclusion
- 3.7.7 There shall be developed a separate policy and procedure manual for the implementation and management of the three-inpatient mental health units.
- 3.7.8 The manuals shall be made available within thirty days of any contract award. Distribution and/or availability of these manuals shall occur in a manner approved by the Director for Mental Health Services in coordination with the OIHS such that the information is readily available to all staff and staff is aware of the manner in which to access this information.





### **3.8 Hiring Process and Retention**

- 3.8.1 The Mental Health Provider will provide a regular monthly report to the Director for Mental Health Services of all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Mental Health Provider shall submit any and all materials requested by the Department for review when making qualification decisions, including a signed application for employment.
- 3.8.1.1 The Director of Inmate Health Services, Director of Mental Health Services, Medical Director, and Director of Nursing, shall be provided the opportunity to review the credentials and meet with the Mental Health Provider's designated lead contract manager, and candidates for all statewide and regional managers, statewide and regional medical directors, and statewide nurse manager prior to the completion of the hiring process.
- 3.8.1.2 The Chief/ Lead (s) for the institution(s) or SDA and Area Contract Operations Managers (ACOMS) shall be provided the opportunity to review the credentials and, if desired, to meet with candidates for Psychiatrist, Psychiatric Nurse, Psychiatric Nurse Practitioner or Psychiatric Physician's Assistant. The Chief/Lead(s) and/or ACOMs will provide input to the Director of Mental Health Services on their findings. The Director of Mental Health Services, after consultation, may recommend to the Director of Inmate Health Services that the individual not be hire for these most visible and vital positions in the facilities.
- 3.8.1.3 The Agency reserves the right to negate a hire if the candidate is felt to have less than the necessary credentials and/or experience or professionalism to perform the functions of these top-level positions.
- 3.8.1.4 The Agency also reserves the right to exclude staff from the institution and to consider the absence a failure to provide staff in accordance with the staffing obligation of the Mental Health Provider if an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job regardless of staff level or length of service. The removal of an employee by the Department does not absolve the expectation that the Mental Health Provider provide the contracted service.
- 3.8.2 The services provided in programs developed under this RFP need to be delivered in a manner that demonstrates understanding and respect for the diversity of the populations being served. Cultural Competence is the ongoing practice of integrating knowledge, information and data from and about individuals, families, communities and groups to improve the quality and acceptability of mental health care. In addition to cultural considerations such as primary language, ethnicity, age, gender identity, sexual orientation and spiritual practices, Mental Health Providers need to consider the cultural health and mental health beliefs, values and practices of the people receiving mental health services in a correctional setting. Recognizing recovery from mental illness is unique and individual, adapting approaches and interventions based upon the individual being served is necessary.



### **3.9 Orientation and Training**

- 3.9.1 The contractor will provide a description of all training and curriculum to be provided or used to the Director of Mental Health for review at least 30 days prior to presentation.
- 3.9.2 Training shall be in compliance and be consistent with MCCS standards, NCCHC and ACA standards.
- 3.9.3 The orientation and pre-service training is to include, at a minimum:
- (1). Correctional mental health practice
  - (2). Terms of this RFP, and interrelationships with Agency non-custody and custody staff, and the staff of other health services providers
  - (3). Working with the inmate population, boundaries, and potential manipulation
  - (4). Working with individuals with serious mental illness
  - (5). Suicide prevention
  - (6). Office of Mental Health Services Manual
  - (7). OIHS Policy and Procedure Manual
  - (8). Agency Directives
  - (9). Contractor P&P
  - (10). Prescribing practices
  - (11). Best practices in provision of mental health care
  - (12). Scope of practice
  - (13). At DPDS, obligations under the DOJ Memorandum of Understanding and the Partial Settlement of Duvall v O'Malley
  - (14). EMR training as outlined in Section 3.32 of this RFP
- The orientation plan shall include observation of competency in the training area by a peer of equal or greater licensing/credentialing.
- 3.9.4 The Mental Health Provider shall submit to the Director of Mental Health, a plan for in service training.
- 3.9.4.1 The plan shall include a provision for dissemination to the Director of Mental Health and to all of the Mental Health Provider's employee's on-hire and annually thereafter, a schedule of programs for annual in-service training. The training calendar shall include required annual training as well as evidence of incorporation of best practices and new research into the training curriculum.
- 3.9.4.2 The complete plan and schedule shall be provided to the Director for Mental Health within sixty (60) days of award and it shall be updated no less than annually. The plan shall provide competency check lists evidencing successful completion, which shall be accessible on site in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.
- 3.9.4.3 Logs of attendance shall be maintained for these programs and shall be made available to the Director of Mental Health Services immediately upon request.



3.9.4.4 At minimum, annual competency training shall be held in each of the following areas:

- (1). Suicide and Dangerousness Risk Evaluation/Intervention
- (2). Documentation
- (3). Managing challenging behaviors
- (4). Best Practices (including assessment of psycho-pharmacy practices)
- (5). Segregation Rounds Evaluation and Intervention

3.9.4.5 Department mental health, medical, and/or inmate health services contract administration staff shall be permitted to attend the Mental Health Provider's in-service training as space allows.

3.9.5 The Mental Health Provider shall implement training on any revisions to directives, manuals, policies, protocols, and procedures and shall institute a program of annual refresher training.

3.9.6 Not later than thirty (30) days after having been informed by the Agency of any new directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting its own modifications, the Mental Health Provider shall implement training on the issue to those staff members that may be required to apply the processes and those supervisors that may enforce the processes.

3.9.7 Trainers must possess the credentials, licenses and/or certificates required by law and regulation to provide the training services required as approved by the Department.

3.9.8 A Mental Health Provider is responsible for creating and maintaining on site for each of its employees and those of its on-site sub-contractors documentation that those persons have received the orientation, pre-service and in-service training required by the Agency.

3.9.9 The Mental Health Provider's staff may attend in-service training in place of their normal work hours and duties, if:

- (1) A written request is made to the Director of Mental Health Services
- (2) The written request is made at least thirty (30) days in advance; and
- (3) The Director for mental health Services approves the substitution of training for work duties in writing.

3.9.9.1 No authorization will be granted until the Agency is assured that all posts will be staffed or covered in a manner that will not interrupt services.

3.9.9.2 The written request shall include the following information:  
The title or subject, date and time of the training;  
The position(s) covered by the authorization; and  
The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

3.9.9.3 Training time shall be documented in the Department approved Time & Attendance system.

3.9.9.4 When the training is for more than one day, or if it involves line staff for any amount of time the Mental Health Provider shall submit a plan for service delivery that addresses, to the Agency's satisfaction, how services will continue to be provided during the absence of the personnel



attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

- 3.9.9.5 If training is for upper management, the Mental Health Provider shall submit to the Agency the details of administrative and clinical supervision of services being provided at institutions.
- 3.9.10 At the request of the Director of Inmate Health Services or the Director of Mental Health Services the Mental Health Provider shall provide in-service training to Department staff (including but not limited to custody, administration, and mental health staff) or to the other inmate medical service Providers and/or staff, on identified areas related to the mental health care of incarcerated individuals. Such obligation shall be limited to sixteen hours per quarter, annually.

### **3.10 Mental Health Provider Staff Credentials**

- 3.10.1 The Mental Health Provider and any subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.
- 3.10.2 The Mental Health Provider shall:
- (1) Maintain current policies and procedures that define the credentialing;
  - (2) Submit all credentialing related documents electronically (email or e-fax) to the Department as directed. Hard copies must be maintained at any NCCCH and ACA accredited facility where both electronic and hard copies are required;
  - (3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
    - (a) Prior to the performance of any services under the contract, and
    - (b) Within one month of the renewal date of the credential.
- 3.10.3 The Mental Health Provider shall assemble, if applicable, by licensure requirements and have accessible on site and available for review by the Agency, credentialing information that includes, at a minimum, for psychiatrists, psychiatric nurses, therapy and assessment clinical staff, psychiatric nurse practitioners, psychiatric physician assistants:
- (1) Signed application and required background check (criminal history check);
  - (2) Verification of education, training, and work history;
  - (3) Verified professional references;
  - (4) Malpractice claims history (if applicable);
  - (5) Results of a national practitioner data bank query;
  - (6) Current license to practice (if applicable);
  - (7) Board or specialty certification (physicians);
  - (8) DEA and CDS certificate(s) (if applicable);
  - (9) Evidence of review of health status and present illicit drug non-use; and
  - (10) CPR certification which may include electronic certification
- 3.10.4 The Mental Health Provider shall have available at all times complete and up-to-date credential folders that contain the items required for the Mental Health Provider's employees for all mental health care providers employed by a subcontractor.



- 3.10.5 All staff performing under this contract must meet the licensing and certification requirements of the various Health Occupations Boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code.

### **3.11 Mental Health Provider Staff Screening**

The Mental Health Provider shall retain documentation regarding the employment screening of all potential employees. The Mental Health Provider shall obtain where applicable by licensure or Departmental requirement, at a minimum:

- (1) A criminal history check prior to employment or at any other time it is requested by the Agency, and shall be prepared to have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.
- (2) All medical information required for employees that meet minimal standards of health such as TB screening.
- (3) Any screening deemed necessary to assure safety and for the prevention of disease or for cause that relates to drug and alcohol tests in accordance with DPSCS policies.

### **3.12 Mental Health Provider Staff Institutional Access/Security**

- 3.12.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Mental Health Provider shall be responsible for assuring that the services, which the person so removed or denied access was responsible for, are delivered.
- 3.12.2 The Mental Health Provider shall abide with Departmental processes for obtaining security clearance for access for each of their employees and sub-contractors.
- 3.12.3 The Mental Health Provider, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region.

Violation of the security regulations by the Mental Health Provider or any of its subcontractors is sufficient cause to terminate the contract for default.

### **3.13 Mental Health Provider Staff Disciplinary Actions**

- 3.13.1 The Mental Health Provider is responsible for the actions and/or inactions of all of its employees and sub-contractors providing services under this contract.
- 3.13.2 The Mental Health Provider shall inform the Director for Inmate Health Services and Director of Mental Health Services of all disciplinary actions, including counseling and legal action, taken



against any member of the Mental Health Provider's staff or the staff of a subcontractor who provides any services required under this contract, including non clinical staff and personnel in positions of administrative or clinical management.

The Mental Health Provider shall forward any records related to these actions to the Director of Inmate Health Services and/or Director of Mental Health Services upon the Agency's request.

### **3.14 Mental Health Provider use of Telephones and Utilities**

- 3.14.1 The Agency will provide the Contractor, as necessary, with such on site telephone services, utilities service and office space as the Agency provides to Department employees.
- 3.14.2 The Mental Health Provider shall be responsible for the cost of any long distance telephone calls, including those to its own offices.
  - 3.14.2.1 The Mental Health Provider shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from Agency phones.
  - 3.14.2.2 The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

### **3.15 Equipment and Supplies**

- 3.15.1 The Mental Health Provider shall supply all operating equipment, furniture, office supplies, treatment supplies, durable medical equipment and any other supplies and equipment needed to provide services as necessary, and shall maintain the equipment in working order (including recommended preventive maintenance). The Agency may direct repair or maintenance of equipment at the Mental Health Provider's expense if equipment is found in disrepair or is not appropriately maintained.
  - 3.15.1.2 The current inventory of equipment in place and available to the Contractor is attached. (Attachment I13)
  - 3.15.1.3 The Mental Health Provider shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, or as directed by the Agency.
  - 3.15.1.4 There will be no pass through costs, reimbursement, or risk sharing with respect to said supplies and equipment including, but not limited to, office supplies, temporary equipment, leases, and said equipment shall not be withheld if necessary for the proper treatment of a patient or the provision of services under this contract.
- 3.15.2 The Agency will have a cost sharing policy for any single piece of equipment over \$10,000 in cost in a single year, with the Agency responsible for 50% of any cost over \$10,000. In determining the applicability of this section, the cost of the equipment may be determined with reference to the annual cost to lease such equipment. The Director of Inmate Health Services shall be the sole determiner of equipment value and the Director's determination is final. No



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equipment coming within this section may be purchased or leased without the Director's approval.

3.15.3 All equipment and supplies purchased under this contract become the property of the State.

The Director of Inmate Health Services in coordination with the Director for Mental Health Services shall make all final decisions regarding need for purchase of an item or items if questions arise regarding purchase.

3.15.4 The Mental Health Provider shall be responsible for maintaining a perpetual inventory and adhering to State regulations relating to inventory.

3.15.4.1 The Mental Health Provider shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual ([http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003\\_InvControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf))

Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor shall be responsible to DPSCS instead.

3.15.4.2 Whenever the Mental Health Provider purchases a piece of equipment it shall enter the equipment information into the perpetual inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual.

3.15.4.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Mental Health Provider will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment and follow Agency protocol for the transfer of that equipment.

3.15.4.4 The Mental Health Provider shall develop a data base of all equipment in use or obtained through future purchases and log the maintenance and repair of that equipment on that data base. The requirement is set forth further in section 3.32.8 of this RFP.

3.15.4.5 The following record keeping requirements shall be maintained for the equipment inventory:

- 1) Equipment description
- 2) Name of supplier and purchase order or other acquisition document number.
- 3) Acquisition cost and date.
- 4) Physical location of item (Facility code + Room Number or Name)
- 5) Serial number, if any
- 6) State tag number, if any
- 7) Equipment Condition

3.15.4.6 A complete physical inventory report shall be submitted to the Agency within the first 90 days of award and within the last ninety days of each fiscal year due NLT 6/30/XX, in the form and format as requested by the Agency. The annual inventory report shall include a completed and signed DPSCS Property Form by each facilities property officer.





### **3.16 Mental Health Provider Staff Time Reporting**

- 3.16.1 The Mental Health Provider shall install, maintain and utilize an electronic timekeeping system for all of its employees providing on-site services and shall make the timekeeping records available to the Agency on a monthly basis, or as directed by the Agency. The time records submitted shall designate the name of the employee, and the number of hours worked and shall be capable of sorting by institution, by date, by hour/shift, and by occupation / competency. The Agency may direct the form in which the information is to be conveyed
- 3.16.2 In addition to registering attendance through the computer based system, each person employed by the Mental Health Provider and any subcontractor shall sign in and sign out on forms provided by the Agency whenever such person enters or leaves a work site.
- 3.16.2.1 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.
- 3.16.2.2 No person shall sign in, sign out, clock in or clock out for any other person.
- 3.16.2.3 No person shall sign in to a facility then leave the facility without signing and clocking out of the facility.

### **3.17 Delivery of Mental Health Care Services - Generally**

- 3.17.1 The Mental Health Provider shall be committed to working with state mental health staff and other contractors (medical, dental, pharmacy) as well as other departments (security, care & custody, social work, substance abuse services, and case management) to obtain the best possible outcomes for inmates with mental illness.
- The Contractor shall be committed to using best practices and evidence-based models of treatment in providing care to inmates in both outpatient clinics as well as residential and inpatient treatment units.
- 3.17.2 The mission of the Department's Mental Health Care Services Program is to promote the safety of the public and the safe and secure functioning of the Correctional institutions and Pre-Sentencing and Detention facilities through the delivery of professional, effective and patient focused mental health services. The Department's Mental Health Care Services Program focuses on the treatment of Inmates with mental health diagnoses using evidence based and best practices within available resources. The Department is focused on improving the options for inmates with mental illness and improving their outcomes in the institution and on release to the community.
- 3.17.3 All inmates in the Department, including both inmates in the DOC/Patx and DPDS, are eligible for necessary mental health services. There are approximately 22,000 inmates post-sentencing and 3800 detainees pre-trial in the system at any given time. Of these individuals approximately 7% experience severe and persistent mental illnesses (SMI) including severe personality disorders, and approximately 15% experience acute mental health problems. Approximately 30% of inmates are receiving one or more psychiatric medications at any time. Many individuals in our mental health services system (approximately 80% of SMI and acute groups) experience one



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or more co-existing diagnoses including substance abuse, traumatic brain injury, cognitive impairment, or chronic somatic illness or condition.

- 3.17.3.1 The Mental Health Provider will be expected to accurately diagnosis and assess the mental health needs as well as the multiple needs of individuals with co-existing disorders, including assisting in the multi-disciplinary stabilization and management of those individuals with serious behavioral acting out behaviors.
- 3.17.3.2 Offerors will find in Attachment K of this RFP information and data regarding the provision of mental health care to Maryland's inmate population over specified periods of time. The information in Attachment K was provided by the utilization contractors. The State cannot attest to its validity. This information is provided to assist in proposal preparation. A listing of all attachments may be found at the end of Section 5.
- 3.17.4 The Mental Health Provider shall deliver mental health services in accordance with the schedule of services set forth below.
  - 3.17.4.1 The Mental Health Provider shall provide outpatient services based upon a forty (40) hour workweek for fifty-two (52) weeks per year. Based upon the needs of the institution and availability of treatment space, this schedule may or may not correspond to Monday through Friday and daytime hours.
  - 3.17.4.2 Designated Intake units (BCBIC, MRDCC, MCI-W) and inpatient service units will provide services seven (7) days per week and twenty-four (24) hours per day including State observed holidays.
  - 3.17.4.3 Emergency / "on-call" services shall be provided seven (7) days per week and twenty-four (24) hours per day including State observed holidays.
- 3.17.5 The Mental Health Provider shall provide mental health consultation services to inmates on referral from the medical provider, including inmates admitted to the institutional infirmaries .
- 3.17.6 The Mental Health Provider shall assist in the inmate's transition to the community including the development and monitoring of necessary tracking systems for release dates and ongoing needs.
- 3.17.7 The Mental Health Provider shall make specialty care referrals (special housing, acute care, off site care) as needed and appropriate consistent with Agency Policies and Procedures and according to individualized mental health needs.
  - 3.17.7.1 The Mental Health Provider shall implement a system of internal utilization management to monitor the referral to specialty care and inpatient mental health hospital utilization.
  - 3.17.7.2 Specialty care may include certification of an inmate to the Department of Health and Mental Hygiene where treatment and/or management of the inmate is beyond the ability of the Mental Health Provider and/or Agency to manage or deliver. Such certification shall occur only with the knowledge and approval of the director of Mental Health.
  - 3.17.7.3 Off site care and associated costs (other than non-ambulance transportation and security) are the responsibility of the mental health Provider where the need for services is generated by the Mental Health Provider.



- 3.17.8 Appropriate records shall be maintained of all patient interaction and events. As set forth in section 3.32 it is expected that the Mental Health Provider shall utilize the EMR exclusively for patient information unless a deficiency has been identified and reported to the Agency and approval for a hard copy record has been obtained.

### **3.18 Delivery of Mental Health Care Services – Outpatient Care**

- 3.18.1 Outpatient care shall include providing sick call (routine and urgent) and chronic care (SMI/MI) clinics as well as coordinated treatment planning and implementation. Outpatient care also includes crisis intervention and management in the course of mental health emergencies.
- 3.18.2 Mental health outpatient clinics will be responsible for:
- (1). response to referrals from custody or medical,
  - (2). response to sick call requests from inmates,
  - (3). inmate self-referrals,
  - (4). ongoing medication management/chronic care clinics of outpatient inmates.
- 3.18.3 Referrals and sick call requests shall be triaged by a psychiatric RN and handled timely. Segregation or special confinement inmates shall be triaged and served equivalent to the sick call and chronic care services provided to general population. No inmate shall wait more than 14 days for routine scheduling of a referral.
- 3.18.3.1 Those sick call slips asserting a psychiatric or mental health complaint considered to be an emergency or time sensitive shall be treated accordingly. Immediate referral to a clinical professional on-site or on-call shall occur unless access to care is available timely through referral to a sick call clinic on the same day. It is expected that a response will occur within no more than two (2) hours for an emergent condition and twenty four (24) hours for an urgent condition.
- 3.18.3.2 Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the inmate is receives a response or is scheduled within 48 hours if submitted Sunday through Thursday or 72 hours if submitted on Friday, Saturday or a holiday.
- 3.18.3.3 Sick call and referral clinics are to be held on regular dates and schedules. The Mental Health Provider shall provide sick call clinics five days a week and each sick call clinic shall continue until it is completed (i.e., when each inmate scheduled to be seen during that sick call and who shows up for the appointment has been seen). A tracking system must be in place, which records the results of each sick call encounter disposition.
- The sick call clinic schedule is to be provided to the Chief Psychologist/Lead Mental Health Worker, the Director of Mental Health Services and the ACOM 15 days previous to the next month. Clinics are to begin on time and to continue until all inmates scheduled are seen.
- 3.18.3.4 Sick call clinics may not be cancelled without the specific consent of the Director of Mental Health Services and the ACOM.
- 3.18.3.5 The Mental Health Provider shall maintain an electronic log of all slips and referrals.



3.18.3.5.1 The Mental Health Provider shall maintain such a log using MS Excel if no log is available in the EMR system. The log shall contain, at a minimum, the following:

- (1). Inmate name and number
- (2). Date sick call slip was submitted
- (3). Nature of complaint
- (4). Triage decision
- (5). Date and time of triage decision
- (6). Name and credentials (title) of person making the triage decision
- (7). Date scheduled to be seen, or
- (8). Date of referral to alternate provider, including provider discipline.

3.18.4 Chronic care services are to be provided, at a minimum:

- (1). every 30 days for individuals with serious mental illness (qualifying diagnosis and checklist) ; and
- (2). every 90 days for other inmates who are receiving psychiatric medications.

3.18.4.1 After an established 6 months of stability and with an accompanying treatment plan, inmates who are not SMI, and who are stable on their medications, may be seen every six (6) months.

3.18.4.2 A treatment plan may be revised to increase the frequency of chronic care visits at any time deemed clinically necessary. The frequency of chronic care visits may not be decreased below this guideline.

3.18.4.3 A record review may not substitute for regular chronic care services.

3.18.5 The Mental Health Provider shall conduct weekly segregation rounds to determine the mental health needs of inmates placed on segregation.

3.18.5.1 Segregation rounds shall be documented in a log to be provided monthly to the Director of Mental Health and ACOM. Segregation rounds log shall contain a disposition related to the inmate's complaints/concerns and the name and title of the employee making the round. The rounds log shall note whether visual/verbal contact occurred.

3.18.5.2 Segregation contacts resulting in the need for a mental health referral or other intervention shall be documented in the EMR.

3.18.5.3 Segregation rounds shall include face to face and verbal contact with each inmate housed in segregation and include verbal inquiry as to the inmate's mental status.

### **3.19 Delivery of Mental Health Care Services – Emergency Psychiatric Care/Psychiatry On Call Coverage**

3.19.1 The Mental Health Provider shall treat and stabilize persons requiring emergent or urgent psychiatric care, including inmates, employees, and visitors. The Mental Health Provider shall



provide emergent psychiatric care to Agency employees and visitors until they can be transported to a community provider.

- 3.19.2 The Mental Health Provider shall designate on-call mental health clinical provider to deliver on-call coverage whenever a psychiatrist is not present at an institution. The Mental Health Provider shall have mental health clinical provider on call 24 hours per day, seven days per week.
- 3.19.2.1 The on-call mental health clinical provider shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller.
- 3.19.2.2 If requested to do so or the situation warrants direct assessment, the on-call mental health clinical provider shall report to the institution within one hour after notification. If there is disagreement regarding the need for a face-to-face evaluation it shall be resolved first by the contractor medical director and, if not resolved, by the Director of Mental Health Services.
- 3.19.2.3 Any call to an on-call mental health clinical provider shall be appropriately documented within the EMR or appropriate patient chart. The Mental Health Provider shall document in the inmate's EMR all emergency psychiatry services provided to the inmate as a result of the call.

### **3.20 Delivery of Mental Health Care Services – Intake and Reception**

- 3.20.1 The Mental Health Provider shall conduct an immediate mental health screen of all inmates referred through the intake medical and mental health screening process (IMMS).
- 3.20.1.1 Upon receipt of an inmate at a DPSCS intake facility (BCBIC, MRDCC, and MCI-W), the Medical Service Provider shall conduct an intake screening utilizing the Department approved intake medical and mental health screening form (IMMS).
- 3.20.1.2 A referral to the Mental Health Provider will occur where the IMMS reflects a history of mental illness/mental health treatment, acute symptoms of mental illness, or an ideation of danger to self or others within two hours of receipt of the referral.
- 3.20.1.3 Upon such referral, the Mental Health Provider shall conduct an immediate mental health screening of the inmate. The Mental Health Provider is expected to provide sufficient staff to avoid any backup of the intake process due to waiting for mental health screening. The screening shall include a determination of the level of observation and housing necessary for the inmate and shall include a referral for further treatment and evaluation if necessary.
- 3.20.1.4 Inmates returning to the Department through an institution other than an intake facility (as a result of return from escape or parole retake) during off-hours or on a weekend or holiday shall be evaluated in the same manner through the use of the "on call" psychiatrist or according to a system approved by the Agency.
- 3.20.1.5 The Mental Health Provider shall be responsible for ensuring that inmates who have been identified by the medical contractor or Mental Health Provider's staff as receiving psychiatric medication in the community are assessed and that there is coordination with the medical provider to ensure medications are continued within one shift at the facility.



- 3.20.2 Within twenty four (24) hours of entering any DPSCS facility from the community or another correctional system whether as a new admission, a parole/probation violator or an escapee, a mental health professional employed by the Mental Health Provider (psychiatric RN, or MA level professional) shall conduct a suicide/homicide risk assessment screening.
- 3.20.2.1 This screening shall assess suicidal or homicidal ideation, acute or persistent mental illness or other mental health issues that require an increased level of care or observation.
- 3.20.2.2 This screening shall identify if the individual screened appears to meet the criteria for seriously mentally ill as defined by the Department.
- 3.20.2.3 The Mental Health Provider shall be responsible for the appropriate referral of inmates in acute need or crisis to the appropriate level of care and for insuring adequate observation is available while they are being transferred to that level of care.
- 3.20.2.4 The Mental Health Provider shall adhere to the requirements of the “Suicide Prevention Program Directive” found in Attachment Y.
- 3.20.3 A Mental Health Intake Assessment including a mental status examination will be conducted by a mental health professional employed by the contractor for all inmates, including parole violators and escapees, within 5 days of the inmate’s entrance into a DPSCS facility from any source or within 2 hours of the inmate’s referral by the Medical Care Service Provider.
- 3.20.4 Mental health staff employed by the contractor shall be available to provide screening, assessment, evaluation and intervention for pre-trial detainees and at intake facilities each day.

### **3.21 Delivery of Mental Health Care Services – Inpatient Units**

- 3.21.1 The Department has established inpatient units at Patuxent (Correctional Mental Health Center – Jessup, or CMHC-J) for the male sentenced population of the Division of Correction (approximately 190 beds), MCI-W for the female sentenced population (approximately 10 beds), and BCDC (MDC and WDC) for the Pre-trial (DPDS) population (approximately 50 male beds and 5 female beds).
- 3.21.2 The inmates on the inpatient unit in DPDS and at MCI-W are to receive daily contact with a mental health professional (MA level or higher), a psychiatric nurse and a psychiatrist or psychiatric nurse practitioner.
- 3.21.2.1 Staff of the acute treatment unit are to prepare admission evaluations and discharge summaries and provide these evaluations to the mental health staff of the institution.
- 3.21.2.2 All discharges from inpatient treatment are to be coordinated with mental health staff of the institution.
- 3.21.2.3 Each detainee treated on the mental health unit shall have an individualized treatment plan prepared and available in the EMR.





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- 3.21.2.4 The Mental Health Provider shall evaluate all referrals for acute services. If admission to the inpatient treatment unit is not indicated after a comprehensive and documented evaluation, the contractor staff shall communicate this information along with a recommended plan for after-care to the mental health staff of the facility.
- 3.21.2.5 The contractor shall insure that all inmates admitted to the Mental Health Inpatient or Residential Treatment services are immediately referred to the Medical Care provider for medical consultation and ongoing medical management as required.
- 3.21.3 The Mental Health Provider shall deliver mental health inpatient services to approximately 190 sentenced male inmates with acute or persistent serious mental illness at CMHC-J.
- 3.21.3.1 The DOC inmates at CMHC-J require care for mental illness that is not able to be effectively managed in the general population or in institutional special needs units. The services in the facility span the continuity of care including acute, sub-acute, active treatment, skills-building, and step-down.
- 3.21.3.2 The services shall be provided in a residential setting including one licensed acute tier (22 beds) and 8 residential tiers ranging from sub-acute units (approximately 45 inmates), active treatment units (approximately 55 inmates), and skills building units (approximately 45 inmates).
- 3.21.3.3 At minimum, services should include:
1. Inmates on the acute tier are to receive daily contact with a mental health professional (MA level or higher), a psychiatric nurse and a psychiatrist or psychiatric nurse practitioner.
  2. Inmates on the sub acute level are to receive daily contact with a mental health professional and psychiatric nurse and weekly psychiatrist contact.
  3. Inmates on active treatment tiers are to receive daily contact with a mental health professional and psychiatric nurse and psychiatrist contact at least every 21 days.
  4. Inmates on skills building tiers are to receive at least three times per week contact with a mental health professional, daily contact with a psychiatric nurse, and contact with a psychiatrist or psychiatric nurse practitioner at least every 30 days.
  5. All inmates at the Correctional Mental health center at Jessup are to have 24 hour psychiatric nursing available at a staffing level commensurate with their level of functioning and need for care. There should be one mental health professional (FTE – MA level) for each tier of acute, sub acute and active treatment inmates. There should be one mental health professional (FTE – MA level) for each two skills building or step-down tiers.
- 3.21.3.4 The contractor shall ensure that all inmates admitted to the Mental Health Inpatient or Residential Treatment services are immediately referred to the Medical Care provider for medical consultation and ongoing medical management as required.





- 3.21.3.5 Inmates in the Residential Treatment Services program and the Inpatient Treatment Services program are to be receiving an active, scheduled program of treatment and care. The program of care shall be provided to the state monthly and implementation of care shall be documented in the EMR.
- 3.21.4 The Mental Health Provider shall accept all referrals for mental health evaluation in the inpatient unit.
- 3.21.4.1 The Mental Health Provider may return any admission within 72 hours if a full comprehensive psychiatric and psychosocial evaluation has been completed and based on that evaluation it has been determined that continued inpatient mental health treatment unit is not required. Staff of maintaining institution shall be notified at least 24 hours prior to the return of a 72 hour admission. 72 hour admissions are counted Monday through Friday and do not include weekend or holiday days. If there is disagreement between the mental health facility and the maintaining institution a case conference, co-chaired by the Director of Mental Health (or designee), Chief Psychologist of CMHC-J and Chief/Lead of maintaining institution shall be held.
- 3.21.4.2 Inmates referred to the inpatient treatment services units are to receive from the Provider initial comprehensive mental health evaluations and comprehensive discharge summaries including recommendations for after-care services. Staff of the inpatient treatment services unit are required to conduct a case conference/discharge planning meeting (telephonically or by tele-conference) for each individual to be discharged to a maintaining institution. No inmate is to be discharged without a case conference.
- 3.21.5 The Mental Health Provider shall deliver mental health and psychiatry services to a mental health Step Down Unit at CMHC-J.
- 3.21.5.1 The step down unit treats approximately 44 inmates with serious mental illness who are considered to be too mentally ill or vulnerable to be safely housed in the general population. The goal of treatment on the step-down unit is psychiatric rehabilitation skills building and eventual return to the less restrictive environment of general population.
- 3.21.5.2 Inmates on the Step Down Unit are to receive at least three times per week contact with a mental health professional, daily contact with a psychiatric nurse and contact at least every 30 days with a psychiatrist or psychiatric nurse practitioner.
- 3.21.6 The Mental Health Provider shall provide psychiatry services to a Transition Unit at CMHC-J of approximately 44 inmates who have a history of persistent and serious mental illness and are within 18 months of release from prison. Inmates on the Transition Unit are to receive contact with a psychiatrist or psychiatric nurse practitioner at least every 30 days.

## **3.22 Medication**

- 3.22.1 The mental health provider is responsible for:
- (1). Entering all medication orders correctly into the EMR;
  - (2). Ensuring that only formulary medications are ordered unless proper procedures are followed and approvals obtained for non-formulary medications; and
  - (3). Appropriately documenting medication prescribing and monitoring.



- (4). Receiving medication shipments from the Pharmacy provider and verifying the shipment against the Order through use of bar code scanners (to be replaced as necessary by the Provider);
- (5). Providing the Agency with all inventory / shipment verification information relating to medications;

- 3.22.2 The mental health Provider will work with the medical Provider to ensure the controlled and timely distribution of prescribed psychiatric medications and timely attention to the medical concerns of inmates with mental illness. When mental health and medical Providers are unable to effectively and timely resolve identified issues regarding the provision of medications or the management of health care needs, these issues will immediately be brought to the attention of both the Director of Mental Health Services and the Medical Director for the Agency.
- 3.22.3 The Mental Health Provider's staff shall administer medication to all inmates in designated mental health inpatient units including all somatic and psychotropic medications. All medications administered will be recorded on the medication administration record.
- 3.22.4 The Provider shall ensure that an inmate on chronic medications experiences no interruption in the administration of the medication as a result of availability. Follow up visits shall be timely scheduled to prevent interruption.
- 3.22.5 Where available, stock medication may be utilized to fill STAT orders for medication until prescribed medication arrives. Stock medication may only be utilized in consistent with Agency policies and procedures.

### **3.23 Telepsychiatry**

- 3.23.1 Telepsychiatry services shall be used where appropriate as approved by the Agency's Director of Mental Health.
- 3.23.2 The Mental Health Provider shall maintain an electronic log documenting the use of telepsychiatry equipment to include, but not be limited to, the following:
- (1). The date used,
  - (2). The location of where it was used (e.g. infirmary, office, exam room, etc.)
  - (3). The time used,
  - (4). The reason for equipment's use Inmate name and number,
  - (5). Participants (medical staff) in the process

### **3.24 Transfer and Release**

- 3.24.1 The Mental Health Provider shall ensure that an inmate who is under care for mental illness is seen as soon as practicable following transfer from one institution to another to ensure stability and continued availability of medication. The Mental Health Provider shall complete an inmate transfer screening form in EMR for inmates that are discharged from an inpatient mental health unit. The Mental Health Provider with State Psychology staff will conduct a discharge planning meeting prior to discharge from an inpatient mental health unit.



- 3.24.2 The Mental Health Provider's plan for continuity of care shall initiate review for the need of community services at least nine months prior to release and be ongoing through discharge. The Mental Health Provider shall work in cooperation with the Agency's Office of Social Work Services to ensure the availability of necessary community services.
- 3.24.3 Mental Health shall coordinate with medical to ensure that an inmate being released who is to be on medication at the time of release shall be provided with medication, or a prescription for medication, to total a 30-day supply of each medication currently prescribed, unless the inmate is taking certain psychotropic or other medications which, if taken in sufficient quantity, could cause harm.
- 3.24.4 Any actual medication being supplied to the inmate on release shall be appropriately packaged and labeled for use in the community. The inmate's institutional supply of medications shall not be utilized as release medications unless a separate release supply is not received and the date of release has arrived.
- 3.24.5 The Mental Health Provider shall designate a discharge planning staff who shall work with the Medical Provider, Agency Case Management and Social Work within their assigned facilities to assure adherence to Agency policy regarding discharge/release requirements.
- 3.24.6 In anticipation of the release of any inmate, and upon request of the Agency, the successful Offeror shall complete required health examinations and/or forms in application for social security income benefits, Medicaid, or any other entitlement program for which the inmate might be eligible upon release. (Attachment U)
- The Mental Health Provider shall complete any forms requested in conjunction with the Agency's cooperative venture with CORE service agencies in each county and Baltimore City to arrange community services for inmates being release in advance of the release.

### **3.25 Investigation and Follow –up of Grievances/ARPS and Complaints**

- 3.25.1 The Mental Health Provider shall investigate complaints made by inmates through the Administrative Remedy Procedure (ARP) or otherwise, and by any other person of interest regarding any aspect of the Mental Health Services and respond to the Agency within ten days of receipt of the request. The Mental Health Provider shall fully comply with the Administrative Remedy Procedure (ARP) policy and its time restrictions (Attachment P).
- 3.25.1.1 Inmate correspondence or correspondence from any person of interest, relating to this Mental Health Care module received by the Agency shall be reviewed and forwarded to the Mental Health Provider if response is appropriate.
- 3.25.1.2 A copy of complaints about service received directly by the Mental Health Provider shall be forwarded to the Director of Mental Health Services upon receipt to determine whether response is required.
- 3.25.1.3 A copy of any response shall be sent to the Director of Mental Health Services.



- 3.25.1.4 Any time a response is considered to be non-responsive, i.e., does not directly answer the question posed, it can and shall be returned to the vendor for re-investigation and more appropriate response.
- 3.25.1.5 All correspondence relating to complaints and all grievances or ARP's shall be logged to include the date received, the inmate name and identifying number, with his or her title, the source of the complaint (for example: inmate, inmate family member, lawyer), the outcome of the investigation into the complaint, the person or agency to whom the response was sent, the date of the response, the person responding (if any).
- 3.25.2 The Agency, at its sole discretion, may direct that the Mental Health Provider take specified action with regard to a complaint.

### **3.26 Continuous Quality Improvement**

- 3.26.1 The Mental Health Provider shall implement the CQI program and participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities.
- 3.26.2 All 911 events shall be incorporated into the CQI review process and minutes reflecting such review shall be submitted to the Director of Mental Health and the ACOM along with a copy of the ER documentation record.
- 3.26.3 The Mental Health Provider's program for continuous quality improvement (CQI) shall include:
- (1). Participation in regular (monthly) State-wide meetings, chaired by the Medical Provider, with all appropriate State and health services Providers personnel. Such meetings will include updates on infectious disease within the various Service Delivery Areas that include outbreaks, suicide prevention strategies, care for disease, program initiatives, and other appropriate disease topics that can lead to improve quality care in the Service Delivery Areas.
  - (2). Participation in quarterly area multidisciplinary CQI committee meetings and reviews in each Service Delivery Area to monitor the health services provided; collect, trend and disseminate data; develop and monitor corrective action plans; and facilitate communication between disciplines. The Mental Health Provider shall submit documentation in support of this CQI effort to the Director of Mental Health Services.

### **3.27 Peer Review**

- 3.27.1 The Mental Health Provider's mental health staff will comply with and contribute to a requirement for Peer Review
- 3.27.2 A discipline appropriate, clinically equivalent, clinician designated through Clinical Management shall review the work of all practicing psychiatrists, psychologists, midlevel providers and licensed mental health staff minimally on an annual basis.



- 3.27.3 The results of the peer review shall be communicated to the Director of Mental Health and Agency Medical Director within 15 days of the anniversary of the clinician's entrance on duty date.

### **3.28 Risk Management Program**

- 3.28.1 The Mental Health Provider shall abide by all Agency rules, regulations, policies, and procedures regarding risk management and will work in collaboration with all other contractors for medical and mental health services to assure that safety and prudence are exercised at all times.
- 3.28.2 The Mental Health Provider shall submit a monthly report of all incidents/ accidents/ errors occurring or discovered by its staff. Reports will include the incident or event, the date it occurred, how it was discovered, any outcomes as a result of that event (good and/or bad), and what is being done to prevent re-occurrence. Monthly narratives, summations of audit findings or verbal reports will not be considered as acceptable. Reportable events include but are not limited to:
- (1). All suicides successful or attempted,
  - (2). Assaults on contractor staff,
  - (3). Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.
  - (4). Exposures to infectious diseases,
  - (5). Prophylaxis administration,
  - (6). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).
  - (7). PREA reports

### **3.29 Mortality Review Program**

- 3.29.1 The Mental Health Provider shall manage a formal mortality review process for all completed suicides within 48 hours or 72 on a weekend by the treating psychiatrist. The Director of Mental Health may direct that a similar review occur for an attempted suicide as well.
- 3.29.2 Reviews shall be coordinated with the Director of Mental Health Services and the ACOM.
- 3.29.3 Reviews shall encompass no less than the presumed cause of death, factors that may have contributed to that death, an assessment of treatment and care provided to the inmate in weeks leading up to the death, as well as any other pertinent information necessary to assure that all appropriate measures necessary for the care and treatment of the inmate had been taken.
- 3.29.4 In the case of a death review that discloses an opportunity for improvement in the processes or delivery of care, whether or not the care rendered was within community standards, a corrective action plan will be developed. The Corrective Action plan must be approved by the Director for Mental Health services and a monthly report on progress toward the CAP must be submitted.
- 3.29.5 Mortality Review reporting shall be submitted to the Agency as required by Agency policy. All findings will be forwarded to the Management Assistant for the Agency Medical Director for inclusion in the final chart review of the inmate.



### **3.30 Pharmacy and Therapeutics**

- 3.30.1 The Mental Health Provider shall participate in a Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the Agency's drug formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.
  - 3.30.1.1 The Committee shall meet monthly.
  - 3.30.1.2 The Committee shall be led by the Pharmacy Provider.
  - 3.30.1.3 Attendance from the Mental Health Provider's staff shall include, at a minimum, the Statewide Medical Director, Nurse manager, and other staff as appropriate.
- 3.30.2 The Mental Health Provider shall also participate in a monthly P&T meeting to be held in each of the service delivery areas for the purpose of identifying prescription trends, medication administration or effectiveness issues, and any pertinent information to the continued maintenance of the State's formulary.
  - 3.30.2.1 The Meeting shall be led by the Pharmacy Contractor.
  - 3.30.2.2 Attendance from the successful Offeror's staff shall include, at a minimum, psychiatrist as designated by the Statewide medical Director, psychiatric nurse as designated by the Statewide nurse manager and others as appropriate for any particular meeting.

### **3.31 Sexual Assault Program**

- 3.31.1 The Mental Health Provider shall follow Departmental policy regarding any allegations or complaints regarding sexual assault by an inmate on an inmate.
  - 3.31.1.1 If referred, a provider will provide trauma assessment and counseling to any affected inmate.
  - 3.31.1.2 The provider receiving the referral will provide documentation of the complaint and response in the individual's medical record (EMR).
  - 3.31.1.3 The Mental Health Provider shall be responsible to make sure that the inmate is offered assistance obtaining medical evaluation and immediate intervention including a forensic examination.
- 3.31.2 The Mental Health Provider shall comply with any standards adopted by the Attorney General of the United States in conjunction with the Prison Rape Elimination Act (PREA), including but not limited to staff training on identification of evidence of unreported sexual assault, appropriate referral processes for possible sexual assault cases, confidentiality, emergency mental health treatment, and secondary care.



- 3.31.3 A Mental Health Provider shall take all reasonable steps to preclude staff sexual misconduct in accordance with PREA standards including, but not limited to, restriction on situations where cross gender treatment is rendered without a witness present.

### **3.32 Patient Health Records**

- 3.32.1 The Mental Health Provider shall participate in the maintenance of confidential, secure Patient Health Records for each inmate to include all encounters and lab and medication orders.
- 3.32.2 A patient record consists of the electronic medical record (EMR) and hard copies of materials as required per Agency policy and procedure.
- 3.32.3 The present EMR is maintained in a proprietary program known as NexGen. This product has several templates including but not limited to:
- (1). Intake Evaluation
  - (2). Psychiatric Evaluation
  - (3). Progress Note
  - (4). Treatment Plans
- 3.32.3.1 A Mental Health Provider shall be responsible for an initial training program for all of its potential users as well as for ongoing new employee orientation to the NexGen product, as well as for additional training relative to any future upgrade of or change from the current EMR product. The Mental Health Provider shall also provide periodic refresher or remediation training as is required for the program and effective use of this EMR.
- 3.32.3.2 The Mental Health Provider shall maintain a sufficient pool of NexGen Super Users that will provide training and troubleshoot onsite user problems.
- 3.32.3.3 The Mental Health Provider shall utilize a “downtime” procedure for periods of temporary EMR unavailability due to power outage or system maintenance that includes entering clinical information in EMR replicated forms and transcription of such information into the EMR database.
- 3.32.3.4 The Mental Health Provider shall designate an administrative employee to serve as account administrator for the EMR system responsible for the assignment of logons to employees of the Mental Health Provider.
- 3.32.4 The Mental Health Provider shall cooperate with the Agency’s designated custodian of the hardcopy Patient Health Records.
- The “hard copy Patient Health Record” shall be comprised of:
- (1). The paper record, which consists of those documents that must be contained in the Patient Health Record and are not feasible to be maintained in EMR, and
  - (2). Those documents that would be necessary to assure the Mental Health Provider’s ability to provide necessary patient care in the event that the EMR system became corrupted or was otherwise not available.





- 3.32.5 Without breaking inmate confidentiality, the Mental Health Provider shall abide by Agency policy and procedure regarding sharing necessary information.
- 3.32.5.1 Records may be available to interdisciplinary health care staff, Agency representatives, the State's legal representatives (Attorney General's Office) and others as designated by the Agency to have access to these files.
- 3.32.5.2 Mental Health staff shall share protected information regarding an inmate's mental health status only to the extent necessary for coordination of care and the safe and secure functioning of the institution.
- 3.32.5.3 Any questions regarding sharing of information can be directed to the Agency's Director of Mental Health Services.
- 3.32.6 The Mental Health Provider shall use an approved Agency form for all Departmental business unless a form for a particular purpose does not exist, in which case the Mental Health Provider shall work with the Agency to develop a State approved form for that purpose.
- The Mental Health Provider may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Agency for approval.
- 3.32.7 It is the responsibility of the Mental Health Provider to utilize forms, as they exist in EMR to minimize the necessity of hard copy material. If the Agency agrees to incorporate a form into EMR, the Mental Health Provider agrees to relinquish any proprietary rights in that form and to cooperate with any IT vendor in the supplementation of the EMR.
- 3.32.8 All aspects of the inmate medical record are the property of the State and should not reflect the name of a contractor of the State.
- 3.32.9 The Mental Health Provider shall participate in a statewide and regional medical records committee and provide appropriate representatives to serve on and attend all committee meetings as required by the Department, at a minimum monthly.

### **3.33 Data and Reports**

- 3.33.1 The Mental Health Provider shall be responsible for the development and/or upkeep of electronic data tracking in a format approved by the Agency, and with the capacity to provide reports to the Agency.
- 3.33.2 The Provider shall be responsible for supplying the data necessary for the completion of the OTS medical template utilized in StateStat (an initiative of Maryland's Governor) by the 10<sup>th</sup> of the month or as directed by the Director of Inmate Health Services or designee. The information required may be amended from time to time and data in explanation of the template data analysis may be required. (Attachment Q)
- 3.33.2.1 The Mental Health Provider shall be responsible for supplying the data necessary for the completion of the Minority Business Enterprise (MBE) reports by the 10th of the month or as directed by the Director of Inmate Health Services or designee. The information required may be



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amended from time to time and data in explanation of the template data analysis may be required.

3.33.3 The Mental Health Provider shall develop and maintain a mental health chronic care electronic “database” using a format approved by the Agency, to include, but not be limited to the following data elements:

- (1) Last Name
- (2) First Name
- (3) Middle Initial
- (4) Inmate Number
- (5) Race
- (6) Date of Birth
- (7) Intake Date
- (8) Date of Baseline exam
- (9) Designation as either Serious mental illness or non- serious mental illness on medication
- (10) Axis I diagnosis
- (11) Axis II diagnosis
- (12) GAF
- (13) Service Area
- (14) Facility
- (15) Update Date
- (16) Date of last clinical evaluation
- (17) Date of next clinical evaluation
- (18) Estimated release date (from EMR)
- (19) Date Enrolled in SMI Chronic Care Clinic (if SMI)
- (20) Date psychiatric medication started
- (21) Date psychiatric medication stopped

This Chronic Care database shall provide the information of its enrollees in a continuum, i.e., the Mental Health Provider shall include all persons enrolled in Chronic Care and those with Chronic care conditions that are not enrolled and provide historical as well as current information as described above.

3.33.4 The Mental Health Provider shall establish and maintain a Peer Review Database, which will be sorted by professional discipline and will contain all of the elements of a peer review for that discipline. At a minimum, the database will include:

- (1) The Name of the individual
- (2) The individual’s professional discipline
- (3) The date of the review
- (4) A list of the source material used for the review
- (5) Any verbal results from a review summarized
- (6) Any suggestions for improvement noted
- (7) A date for follow up review, if such is recommended.

3.33.5 The Mental Health Provider shall develop and maintain a mental health outpatient services electronic “database” using a format approved by the Agency, to include, but not be limited to the following data elements:



- (1). number of sick calls received/scheduled/seen;
- (2). time frames relating to triage and actual appointment;
- (3). number of inmates newly placed on medications;
- (4). number of inmates with medications d/c'ed;
- (5). number of inmates reporting missed/expired medications;
- (6). crisis intervention

3.33.6 The Mental Health Provider shall establish and maintain an inpatient unit data base in a format approved by the Agency, which shall include but not be limited to the following data elements:

- (1). Admissions, in aggregate and individually including date and sending facility
- (2). Discharges, in aggregate and individually including date, facility to which returned, and length of stay
- (3). average daily census
- (4). average daily census per levels of care
- (5). re-admissions within 3 months/6months/1 year/ during entire term of confinement
- (6). Suicide attempts and completions
- (7). Assaults on staff

3.33.7 The Mental Health Provider shall produce reports addressing the work being performed under the contract.

3.33.7.1 Monthly statistical and utilization reports of services shall be submitted to the Director of Mental Health no later than the tenth of the month following the month the report reflects in a form and format approved by the Agency as required including, but not limited to:

- (1). Disease specific and psychotropic medication prescription trends;
- (2). Sick call utilization including rationale for missed appointments and plans for corrective action for those missed appointments;
- (3). Inpatient mental health hospital utilization;
- (4). Specific program performance including but not limited to mental health outcomes by patient;
- (5). Staff vacancies and corrective action being taken to correct any deficits;
- (6). Training and credentialing updates;
- (7). Adverse incidents including serious suicide attempts/ completions, abuse of or injury to staff, allegations of staff misconduct or abuse;
- (8). Other reports as deemed necessary by the Director for Mental Health Services.
- (9). Reports as illustrated in (Mental Health specific utilization report Attachment K of this RFP information and data regarding the provision of mental health care to Maryland's inmate population over specified periods of time. Attachment K Mental Health specific utilization report.

3.33.7.2 The Mental Health Provider shall submit a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.



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- 3.33.8 The Mental Health Provider shall establish and maintain an Equipment database, which shall include an equipment inventory as well as maintenance provided. At a minimum, the database will include:
- (1). Inventory item by description (Type of equipment such as furniture)
  - (2). Date of purchase
  - (3). Cost at time of purchase
  - (4). Remark that equipment is labeled with State Equipment Label
  - (5). Serial Number of Equipment if available
  - (6). State Equipment number
  - (7). Purchased for Inmate shall include the inmate ID number
  - (8). Delivered to Inmate date (if applicable)
  - (9). Monthly inspection date
  - (10). Inspection outcome (condition of equipment)
  - (11). Repairs needed (if applicable)
  - (12). Repairs completed (if applicable)
  - (13). Cleaned monthly date
- 3.33.9 The Mental Health Provider shall produce a report on a monthly basis relating to grievances and claims arising from the contract.
- 3.33.9.1 The report shall indicate:
- (1) Name and identification number of inmate
  - (2) Institution from which claim arose
  - (3) Form of grievance or claim (letter of complaint; ARP; grievance; litigation)
  - (4) Nature of claim (delay of care; medication distribution; referral, etc)
  - (5) Date received
  - (6) Summary of response
  - (7) Date of response
- 3.33.9.2 A Litigation report is also required which shall include the information above, but shall be separately reported to identify court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to delineate whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, and/or appeal noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Mental Health Provider or a subcontractor if the suit arises from performance of the services under this RFP.
- 3.33.9.3 A report shall be filed in July and January of each contract year analyzing grievance and complaint data for the relevant six month period by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.
- 3.33.10 All databases/data tracking tools are subject to periodic revisions and updates and shall be made available to Agency management upon request and without delay.



### **3.34 Utilization Management**

3.34.1 The Mental Health Provider shall refer an inmate patient for off site specialty or hospital care only in conjunction with the Medical Provider's Utilization Management process.

The Mental Health Provider shall be responsible for the cost of any such off site care that it refers.

3.34.2 The Mental Health Provider shall conduct quarterly internal utilization management reviews and report the results to the Director of Mental Health. An Offeror shall describe how this process will be implemented and how it will enhance its delivery of services.

3.34.2.1 The Utilization Management review shall address:

- (1). The productivity of contractor staff as well as the appropriate placement of staff, and shall delineate the staff to patient ratio within each facility/ SDA.
- (2). The appropriateness of admissions to special needs units, admissions to observation cells and admissions to correctional mental health centers, as well as an assessment of length of stay.

3.34.2.2 The format and content of this report shall be subject to the approval of the Director of Mental Health for the Agency.

### **3.35 Research**

3.35.1 The Mental Health Provider shall cooperate with Agency approved research studies and/or special clinical programs.

3.35.2 Research shall not be conducted without specific written approval by the agency.

### **3.36 Failure of Performance**

3.36.1 The Agency may deduct for liquidated or direct damages sustained as a result of Contractor's failure to perform as required under this Contract, but will never pursue both. Direct Damages are considered in response to adverse outcomes resulting from either neglect or delay of responsible clinical care.

3.36.2 In assessing liquidated damages the Agency may rely on a random sampling audit protocol to assess contract compliance in a specific area including as example, but not limited to, sick call compliance, medication renewal compliance, etc. The compliance rate may be applied to the segment of the population in receipt of those services at the same institution, within the same time period as that covered by the audit for purposes of imposing damages.

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## **SECTION 4 - Proposal Format**

### **4.1 Two Part Submission**

Offerors must submit proposals in two separate volumes:

- a. Volume I - TECHNICAL PROPOSAL
- b. Volume II - FINANCIAL PROPOSAL

### **4.2 Proposals**

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP). An unbound original, so identified, and eight (8) copies of each volume are to be submitted. An electronic version of both the Volume I-Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number.

### **4.3 Submission**

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### **4.4 Volume I – Technical Proposal**

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:

#### **TAB A. TRANSMITTAL LETTER**

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letters should contain:

1. Name & Address of Contractor
2. Name, Title and Telephone Number of Contact for Offeror



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3. Statement that proposal is in response to Solicitation
  4. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
  5. Federal Employer Identification Number of the Offeror, or, if a single individual, a social Security Number
  6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
  7. Acknowledgement of all Addenda to this RFP
  8. A statement specifying that the proposal is for the Mental Health Module of the Inmate health Services system.

#### **TAB B. TITLE AND TABLE OF CONTENTS**

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal.** Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

#### **TAB C. EXECUTIVE SUMMARY**

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The Offeror may submit a proposal for any or all of the RFPs issued. The Offeror shall submit a separate Proposal for each RFP for which they are responding. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

#### **TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS**

The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in Section 3 the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include **an explanation of how the work will be done.**

1. An Offeror shall demonstrate a history through experience of providing the types of services described in the RFP. This includes the following areas specific to correctional mental health treatment:
  - a. staffing of rural and hard to serve areas
  - b. staff retention and staff satisfaction
  - c. record of adverse events (suicide, litigation and other significant events related to
  - d. provision of service) and response to adverse events in similar contracts





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- e. record of experience with regulating agencies, credentialing agencies and other stakeholders who may become involved in care and treatment (Center for law, ACLU, DOJ, etc).
  2. An Offeror shall describe the organization's mission vision and values as well as its organizing policies and procedures related to the provision of mental health treatment in correctional settings. Specifically, the Offeror shall address the ways in which the governing policies of the organization are consistent with the mission and values of the Agency.
  3. Each proposal shall include a statement of the litigation history of the Offeror. Offerors must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or similar services, required in this RFP, either pending or filed within the past five years. In addition to the corporate Offeror, the response shall include any person named as a party in the Offeror's current administration who will be responsible for the administration or operations related to providing these services if the Offeror is successful. The response shall include the state or jurisdiction, case number, and final disposition (or state that it is pending). Litigation of personal issues not germane to the services herein is not required.
  4. An Offeror shall submit a transition plan describing how it will be ready to initiate services at that time. Though expected to be fully functional at the start of the contract, a Mental Health Provider shall not be entitled to any remuneration for any transition services that precede the start of the contract period.
  5. An Offeror shall demonstrate an understanding of the Agency's necessity to develop a strong multi-disciplinary model of mental health care with all of the Agency's mental health care employees, social work and substance abuse employees, medical, pharmacy and dental contractors and sub-contractors. An Offeror must propose, in writing in the body of its response, a plan for collaboration between various health providers, custody, and the Agency mental health care management and providers. The written collaboration plan shall include the steps, with timelines, the Offeror will take to assure that this collaboration will be implemented and honored.
  6. An Offeror shall demonstrate an ability to serve the full population throughout the State to whom DPSCS has an obligation to provide mental health services. An Offeror shall set forth a delivery of services plan to demonstrate its ability to sufficiently recruit and retain staff, or otherwise deliver services across the state at a level necessary to meet the obligations under this RFP.
  7. The Offeror is expected to describe, in its proposal, a recognition of unique mental health needs to differing levels of security and staffing and program descriptions, which reflect this recognition.
  8. An Offeror shall propose a plan for the delivery of the identified range of mental health and psychiatric services to the inmate population consistent with this RFP, all relevant standards, the Agency's Mental Health Services Manual, the OIHS Policies and Procedures Manual and Consent decrees.
  9. The Offeror shall propose staffing for the Agency that will be necessary for the complete delivery of all services required under this RFP. Further, the Offeror will propose the management structure it will utilize upon award in narrative and chart of organization.
  10. An Offeror shall set forth an organization chart and narrative description of organizational structure including both in-state and any out-of-state organizational involvement. It shall describe the chain of command within the organization and the levels at which significant decision making regarding the



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services and contract is allowed. An Offeror shall specify how management on site and in the state will be empowered to make decisions related to the contract.

11. The Offeror is expected to design a staffing plan that emphasizes the placement of staff at direct treatment levels with administrative or supervisory staff present only to the extent necessary for oversight of clinical services and administrative functions relative to the contract. The Offeror's plan for administration and supervision should demonstrate the ability to insure accountability of staff and provision of clinical services without unnecessary administrative overhead. The Offeror's plan for staffing and administration/supervision should delineate the percentage of the proposed staffing budget plan reflecting direct services vs. supervisory or administrative services for each staff person. The proposal must clearly describe the role and functions of supervisory and administrative staff.
12. The qualifications of all staff involved in the contract are to be provided. This includes administrative staff through direct service staff. Qualifications are to be backed up with resumes and credentials of staff. The staff qualifications must insure not only the licensing necessary to provide services, but also specific and specialized experience and knowledge of the provision of mental health services to individuals with significant mental health problems. Experience providing care in a correctional setting is highly recommended.
13. The Offeror shall propose a staffing plan based on the following and shall explain any variation: Psychiatrists (or appropriate and approved physician extenders such as Nurse Practitioners' or Physicians' Assistants) with hours allocated depending on service area need - 10.1 FTE for the Department. (The FTE psychiatrist number may include a supervising psychiatrist /medical director as well as any regional supervisory staff.)
  - a. Outpatient Psychiatric RN – 1 FTE Psychiatric RN for every 200 SMI inmates in service delivery area.
  - b. Inpatient Psychiatric Nurses – 1 FTE RN and 2 FTE LPN (with psychiatric experience) per each 25 patients. (with adjustment allowed for overnight)
  - c. Inpatient MA level therapy staff (Psychology Associate, Adjunctive Therapists [OT, Art, Recreation i.e.]: 1FTE per 25 patients (includes evening and weekend staff availability).
14. The proposal must clearly describe the role of the statewide Mental Health Medical Director as well as any regional supervisors / administrators. This number shall include a supervising psychiatrist Mental Health Medical Director) as well as any regional supervisory psychiatry staff. Additional psychiatrist FTE for supervisory/administrative purposes will not be allowed.
15. The staffing pattern provided in response to this RFP by an Offeror shall be considered as a final obligation for staffing upon award of contract and a representation that such staffing is sufficient to meet all obligations under this RFP and the Agency's Mental Health Manual as well as the Policies and Procedures Manual of OIHS.
16. An Offeror shall acknowledge its obligation to formulate and distribute to its staff a manual of policies and procedures that are consistent with those of the Mental Health Services Manual and the OIHS Policies and Procedures Manual.
17. An Offeror shall provide evidence in its proposal that the Mental Health Manual as well as the OIHS Policies and Procedures Manual has been reviewed and an acknowledgement that its own policies and procedures are consistent with those of the State or that it has modified its own policies and procedures to eliminate any inconsistency.



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18. An Offeror shall acknowledge its obligation to adhere to the Agency's policies and procedures and its obligation to carry out those policies and procedures in collaboration with the Agency and the other successful Offerors.
  19. An Offeror shall acknowledge the Agency's role in personnel decisions.
  20. An Offeror shall demonstrate its intention to implement the mental health program with cultural competence.
  21. Offerors shall provide a written plan of active and ongoing recruitment and retention including any incentives provided for this purpose. The plan shall indicate how the Offeror would ensure that positions are filled with staff experienced in providing mental health services to this population. The Agency has an expectation that turnover rates of less than 10% annually will be achieved.
  22. An Offeror shall acknowledge its obligation as a Mental Health Provider to implement a program of ongoing orientation, pre-service training, and in-service education to its employees and shall describe how it will fulfill this obligation.
  23. An Offeror shall acknowledge the obligation of its staff to participate in mandatory Department security orientation and training for up to forty (40) hours each year as required within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that Area or institution.
  24. An Offeror shall acknowledge the responsibility of the Mental Health Provider to purchase and provide all necessary supplies and equipment except as stated in section 3.15.
  25. The Offeror shall acknowledge that the Mental Health Provider bears responsibility for the coordinated delivery of mental health care services to the inmate population in all DPSCS facilities through a system of intake screening and assessment, diagnostic evaluation, regularly scheduled re-examinations, emergency care, psychiatric sick call, regularly scheduled psychiatric chronic care clinics, effective and timely medication management, coordination of medication management with other health service providers, inpatient and residential mental health units, specialty mental health services including segregation rounds, and release planning and coordination.
  26. The Offeror shall, as part of the proposal, describe its approach to services for this population, as well as the staffing levels required for the clinical services.
  27. An Offeror shall describe how it will ensure that it will prescribe psychiatric medications as medically necessary and appropriate, shall coordinate with pharmacy and medical providers for the effective and timely delivery of the medications. The Offeror will describe a plan to track that inmates receive prescribed psychiatric medications without missing doses and without interruption.
  28. An Offeror shall set forth how Telepsychiatry may serve as a component of the service delivery plan.



29. An Offeror shall set forth a plan for ensuring continuity of care on release and effectively managing the mental health care of inmates transferred between institutions consistent with Agency policy. An Offeror shall propose a process for medication continuation utilizing written prescriptions, and upon award of contract implement the process, that:
- a. Acknowledges the responsibility of the Mental Health Provider to provide prescription pads to its licensed, prescribing clinicians;
  - b. Meets all requirements of law for prescribing practices including contact information;
  - c. Precludes renewals on any prescription written by a contracted physician;
  - d. Prevents unnecessary calls from pharmacies to clarify the order; and
  - e. Establishes a phone number for pharmacy questions only that can be included on the written prescription.
30. An Offeror shall propose a program of Continuous Quality Improvement (CQI) under the direction of its Medical Director or designee.
31. The proposal must include Quality Assurance and Performance Measurements that:
- Assure the delivery of mental health services generally (section 3.17), and specifically intake services (section 3.20), sick call and chronic care clinics (Section 3.18), emergency / crisis care and on call response (section 3.19), inpatient and residential unit care (section 3.21), medication management (Section 3.22), continuity of care on transfer and release (section 3.24) and services through telepsychiatry (Section 3.23);
  - Assure the delivery of an effective internal utilization management assessment (section 3.34), continuous quality improvement program (Section 3.26) and peer review program (Section 3.27); and
  - Measure staff performance.
32. An important aspect of program management will be coordinating with the custody staff. Correctional Officers will be relied upon to assist the program and must be included as an integral partner with treatment staff. The proposal should address how they will insure a collaborative working relationship with the custody staff as well as the treatment services staff, and case management.

#### **TAB E. PERSONNEL/RESUMES**

The Offeror must describe its personnel capabilities in compliance the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project.

#### **TAB F. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES**

Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
  - 1) A summary of the services offered
  - 2) The number of years the Offeror has provided these services



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- 3) The number of clients and geographic locations the Offeror currently serves
  - 4) A listing of Correctional Medical contracts since 2000, specify the following:
    - a) State the dates of the contract duration;
    - b) Specify federal, State, County, detention/Booking Facility (adult/juvenile) experiences;
    - c) Summarize the services offered;
    - d) Specify type of service (staffing only; full medical services; full medical, dental, mental health, pharmacy services; and consulting)
    - e) Indicate contracts that utilized performance based outcomes, research based best practices and elaborate;
    - f) Indicate any contracts using Electronic Medical Records;
    - g) Indicate experience with research based, best practices;
    - h) List additional experiences that offerors would like the Agency to consider.
2. All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of inmates/clients serviced and the duration of the contract. If the contract is current, identify the contact person for references. If the contract is not current, indicate the cause for termination.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

3. Offeror shall submit a Corporate Fact Sheet that includes but is not limited to the following:  
  
Evidence of experience in the delivery of correctional medical services (minimum three years);  
Corporate history; Primary areas of specialization; and company size.
4. Offerors shall submit a staff skills and qualifications matrix in their own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.

**TAB G. FINANCIAL CAPABILITY AND INSURANCE:**

The Offeror must provide:

- a) Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- b) A copy of the Offeror's current certificates of insurance which, at a minimum, should contain the following:
  - Carrier (name and address)
  - Type of insurance
  - Amount of coverage
  - Period covered by insurance
  - Exclusions



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## **TAB H. ECONOMIC BENEFIT FACTORS**

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this information):

- 1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2) The estimated number and type of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- 4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBE's.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

## **TAB I. SUBCONTRACTORS**

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract.

**TAB J. BID/PROPOSAL AFFIDAVIT** (Attachment B - to be submitted with original of Technical Proposal)

## **TAB K. MBE FORMS**

(Attachment D-1- utilization and fair solicitation affidavit and Attachment D-2 - MBE participation schedule – to be submitted with original of Technical Proposal)

**TAB L. LIVING WAGE AFFIDAVIT** (Attachment M – to be submitted with original of Technical Proposal)



## **4.5 Volume II – Financial Proposal**

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, seven copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form must be submitted and completely filled in (no blanks or omissions).
- 4.5.2 Do not change or alter these forms. Alterations will cause the proposal to be rejected.
- 4.5.3 The Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4 All criteria included in the Proposal Price Form, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in the Proposal Price Form. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 4.5.5 The total Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Attachment F).
- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
  - All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
  - All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
  - Nothing shall be entered on the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.
  - Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.
- 4.5.6 It is imperative that the prices included on the Proposal Price Form are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Proposal Price Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

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## SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

### 5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Work Plan. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3)
- Staffing. (Ref. Section 4.4)
- Offeror Experience and Capabilities. (Ref. Section 4.4)
- Economic Benefit Factors. (Ref. Section 4.4)

### 5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.



## **5.5 Selection Procedures**

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

## **5.6 Selection Procedures**

- 1) Offerors may submit proposals for the delivery of mental health services. The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 2) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 3) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

## **5.7 Award Determination**

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, price factors will be given greater weight than technical factors.

The final award approval will be made by the Board of Public Works.



## ATTACHMENTS

**In addition to eMaryland Marketplace, all Attachments (excluding attachments in the RFP) are posted at <http://www.dpscs.state.md.us/publicservs/procurement/ih/>**

Attachment A	Example of State's Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Minority Participation Forms
Attachment E	Pre-Proposal Conference Response Form
Attachment F	Mental Health Services Price Proposal Form
Attachment G	G-1, DPSCS Overview G-2, Average Daily Population
Attachment H	H-1, Duvall vs. O'Malley Consent Decree H-2 Duvall vs. O'Malley Consent Decree Annotated
Attachment I	Mental Health Equipment Inventory /Condition, Sept. 2009
Attachment J	J-1 Transportation costs, 2006-2007 J-2 Transportation costs, 2007-2008 J-3 Transportation costs, 2008-2009
Attachment K	Annual Utilization Summary Data
Attachment L	COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form
Attachment M	Living Wage Requirements
Attachment N	Facility-by-Facility Medication Distribution Method Requirements
Attachment O	Dialysis Treatment Trends
Attachment P	P-1, DOC ARP Policy 185.003 P-2, DOC ARP Policy 185.002 P-3, DPDS Adult Help Request Process 180.4 P-4, DPDS Adult Grievance Procedures 180.1



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Attachment Q	Q-1 Sample State Stat Utilization ReportSample Q-2 Sample State Stat Staffing ReportState Stat Template Q-3 Sample State Stat Chronic Care Report Q-4 Sample State Stat HIV HEP-C Report
Attachment R	R-3 Mental Health Staffing Pattern
Attachment S	Release Policy
Attachment T	Infection Control Reporting Form
Attachment U	Medicaid Eligibility Forms
Attachment V	V-4 Mental Health Liquidated Damages Table
Attachment W	IMMS Policy
Attachment Y	Suicide Prevention Program
Attachment Z	Telemedicine / Telepsychiatry locations
Attachment AA	Mental Health Strategic Vision



## ATTACHMENT A Contract

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES** (the “DPSCS” or sometimes the “Agency”).

**IN CONSIDERATION** of the premises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

In this Contract, the following words have the meanings indicated:

**1.1** “Contract Manager” means the DPSCS representative and first point of contact for contract procedures and any discrepancies.

**1.2** “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.

**1.3** “Department” means the Department of Public Safety and Correctional Services (DPSCS)

**1.4** “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.

**1.5** “Procurement Officer” means BJ Said-Pompey, Director of Procurement Services, or designee.

**1.6** “RFP” means the Request for Proposals for DPSCS Inmate Mental Health Services DPSCS Solicitation No. Q0010020.

**1.7** “State” means the State of Maryland.

**1.8** “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### 2. Scope of Work

**2.1** The Contractor shall provide programs and services specific to the module awarded in accordance with Exhibits A-C listed in this paragraph 2.1 and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. Q0010020

Exhibit B – Contractor’s Technical Proposal dated \_\_\_\_\_.

Exhibit C – Contractor’s Financial Proposal dated \_\_\_\_\_.

Exhibit D – The Contractor’s Contract Affidavit dated \_\_\_\_\_.

**2.3** The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other



person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

### 3. Time for Performance.

The term of this Contract begins on the date the Contract is executed by the Department, and unless terminated earlier in accordance with the Contract, ends June 30, 2013 (the "base term") The Contractor shall undertake transition activities necessary to provide its services under the Contract immediately upon receipt of a written notice to proceed issued by the Procurement Officer. Apart from transition activities, the Contractor shall provide all the services, hardware, related software, and other deliverables under this Contract during the period July 1, 2010 to June 30, 2013.

### 4. Compensation and Method of Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms (dependant on contract type, to be supplied later). Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$\_\_\_\_\_. Contractor shall notify the Contract Manager, in writing, at least 60 days before the total of Contract payments equals the "not to exceed" amount in this paragraph 4.1. The State may unilaterally, and in its sole discretion, increase the "not to exceed" amount. After notification by the Contractor, if the State fails to increase the "not to exceed" amount, the Contractor shall have no obligation to perform under this Contract after payments reach the "not to exceed" amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the Agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is\_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Agency Contract Manager. If the Contractor submits an invoice for reimbursement of its expenses as authorized under this Contract, the invoice is a "proper invoice" under this paragraph 4.2 only if the invoice includes complete copies of the invoices for which it is seeking reimbursement. Electronic funds transfer will be used by the State to pay Contractor under this Contract and any other State payments due Contractor, unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced, or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.3.1 The Agency may adjust payment to the Contractor to cover damages.



4.3.1.1. The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

#### 4.3.1.2 Liquidated Damages

4.3.1.2.1 The Agency may deduct liquidated damages as set forth in Attachment (RFP Attachment V).

4.3.1.2.1.1 For the 90 day period following the "transition period" defined in the RFP, the Department will not take liquidated damages for items i through xii found at Roman V of Attachment V "LIQUIDATED DAMAGES (L.D.), Calculation Methodology".

4.3.1.2.2 When the Agency has identified a deficiency for which it could assess a liquidated damage, it shall notify the Contractor in writing of the deficiency.

4.3.1.2.3 The Contractor shall provide to the Agency Representative within 10 working days of the date that the Contractor receives the agency's notice, its written explanation for the deficiency.

4.3.1.2.3.1 The Agency may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 10 working days.

4.3.1.2.4 The total amount for liquidated damages arising out of any one incident or occasion may not exceed \$150,000.

#### 4.3.1.3 Direct Damages.

4.3.1.3.2 The Agency may deduct for direct damages sustained as a result of Contractor's failure to perform as required under this Contract.

4.3.1.3.3 If hospitalization, outpatient or specialty care not otherwise provided on site is required as a result of provider negligence, the contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of provider negligence will be that of the DPSCS Medical Director, whose decision shall be final.

#### 4.3.1.4 Notification

4.3.1.4.2 The Agency shall notify the Contractor of each adjustment.

4.3.1.4.2.1 The Agency shall provide the Contractor with such evidence as the Agency determines is adequate to justify each adjustment.

4.3.1.4.2.2 If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in ARTICLE 11 of the contract.

4.4 (Applies to Medical, Mental Health, Dental and Pharmacy Modules only.) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Agency within 30 days after receipt by the Contractor of a correct invoice. If the Contractor fails to make payment to the Agency within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Agency interest for that portion





of the unpaid balance prorated for the period beginning with the 31st day after the Contractor receives a correct invoice from the Agency and ending when the Agency receives the payment. The Agency shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.

4.5 Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.

4.6 The Agency is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in ATTACHMENT F or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract.

4.7 In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Agency may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Agency, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the contract or under any other contract between the parties.

4.8 The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates and gifts, including insurance and government payments ("third party payments"), for services rendered to inmates, when such are available.

4.8.1 When the Contractor can receive will receive or has received third party payments, the Contractor shall immediately notify the Agency of the source, nature and amount of the third party payments.

4.8.2 All third party payments are the property of the Agency and the Contractor shall follow the Agency's instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Agency, the remission to the Agency of the third party payment.

4.8.2.1 Because third party payments are the property of the Agency; the Contractor's obligations under this SUBARTICLE 4.9 shall survive the expiration of the Contract.

4.8.3 At the end of each quarter of each year of the Contract, the Contractor shall submit a report to the Agency detailing all funds received from third party reimbursement.

## 5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor solely for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 Upon the request of the Agency, the Contractor shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Contractor.



5.3 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not “works made for hire” for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.4 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.5 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item (“Product”) that is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any Product infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Department against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Department (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in paragraph 6.3 below.

6.3 If any Product becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the Product, b) replace the Product with a non-infringing product substantially complying with the item's specifications, or c) modify the Product so that it becomes non-infringing and performs in a substantially similar manner to the original Product.

## 7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.



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7.1 The Contractor shall not use Maryland data or create any publication related to the system of programs and services being provided under the contractor with out first obtaining the written approval of the Assistant Secretary for Treatment Services.

8. Loss of Data

In the event of loss of any State data or records held or maintained by the Contractor in the performance services, where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

9.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

9.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendancy and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes



This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## 12. Maryland Law

12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## 13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## 14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

## 15. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## 16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work



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provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

18. Vendor Transition

If the Agency awards a contract to another vendor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Agency and the new vendor in facilitating the transition as the Agency directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

19. Delays and Extensions of Time

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.



## 22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## 23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## 24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

## 25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

25.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.





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26. Costs and Price Certification

26.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

26.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

27.1 The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department. Any such subcontract or assignment shall include such terms of this Contract as the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27.2 The Contractor shall not write into any subcontract or negotiate with any subcontractor for a requirement that would in any way limit the subcontractor's flexibility to compete with the Contractor or to negotiate with a competitor of the Contractor for any future contract with the State.

28. Commercial Nondiscrimination

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination.





## 29. Prompt Payment Requirements and MBE Compliance

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

29.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

29.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;
  - ii. Inspecting the jobsite; and
  - iii. Interviewing subcontractors and workers.
  - iv. Verification shall include a review of:
    - a. The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.



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- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Administrative

- 30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.
- 30.2 Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of Public Safety and Correctional Services. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.
- 30.3 Notices: All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

BJ Said-Pompey, Procurement Officer  
Department of Public Safety and Correctional Services  
300 E. Joppa Road, Suite 1000  
Baltimore, MD 21215  
Phone: (410) 339-5015  
Fax: (410) 339-4240  
Email: [bjsaid-pompey@dpscs.state.md.us](mailto:bjsaid-pompey@dpscs.state.md.us)

If to the Contractor: (to be completed)



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IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal

sufficiency this \_\_\_\_\_ day

of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Assistant Attorney General



## ATTACHMENT B Bid/Proposal Affidavit

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before



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judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:



Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

##### I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
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#### G. SUB-CONTRACT AFFIRMATION

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.



## I. FINANCIAL DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

## K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;





- (ii) The business' policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

##### I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### M. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

#### O. ACKNOWLEDGEMENT

##### I ACKNOWLEDGE THAT:

This Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)



**ATTACHMENT C Contract Affidavit**

**COMAR 21.07.01.25**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of

\_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated\_\_\_\_\_, 20\_\_\_\_,



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and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)



## **ATTACHMENT D Minority Business Enterprise Participation Forms**

### **STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION**

#### **PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a ten (10) percent minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

#### **MBE GOALS AND SUBGOALS**

☐ An MBE subcontract participation goal of ten (10) percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall subcontract participation goal of \_\_\_\_ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of \_\_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of \_\_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ◆ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

#### **SOLICITATION AND CONTRACT FORMATION**

- ◆ A Bidder or Offeror must include with its bid or offer:
  - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the



solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.**

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D-3)
- (2) Subcontractor Project Participation Statement (Attachment D-4)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed documentation within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.**

## **CONTRACT ADMINISTRATION REQUIREMENTS**

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation



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obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **Attachments**

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer).
- D-2 MBE Participation Schedule (shall be submitted with bid or offer).
- D-3 Outreach Efforts Compliance (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-4 Subcontractor Project Participation Statement (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences).
- D-6 Subcontractor Payment Report (submitted monthly after contract commences).





**ATTACHMENT D-1**

**1.1.1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0010020, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation subgoals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.



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I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

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Bidder/Offeror Name

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Signature of Affiant

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Address

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Printed Name, Title and Phone Number

---

Date

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**



**ATTACHMENT D-2**

**MBE PARTICIPATION SCHEDULE**

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL WOMEN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By (Please print or type):

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT D-2 CONT.**

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	



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**ATTACHMENT D-3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0010019, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)
3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.
4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)

\_\_\_\_\_ This project does not involve bonding requirements.

5. Bid/Offeror \_\_\_\_\_ DID \_\_\_\_\_ DID NOT attend the pre-proposal conference.

\_\_\_\_\_ No pre-proposal conference was held.

\_\_\_\_\_  
Bid/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date



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**ATTACHMENT D-4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that \_\_\_\_\_ is awarded the State contract in

(Prime Contractor Name)

conjunction with Solicitation Number DPSCS Q0010020, it and

\_\_\_\_\_ ,

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which Subcontractor

\_\_\_\_\_  
\_\_\_\_\_

(Describe Work)

\_\_\_\_\_ No bonds are required of Subcontractor.

\_\_\_\_\_ The following amount and type of bonds are required of Subcontractor.

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Name, Title and Phone Number

By: \_\_\_\_\_  
Name, Title and Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT D-5**

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL  
SERVICES  
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION  
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PRIME CONTRACTOR UNPAID MBE INVOICE REPORT**

*To be Completed Monthly by Prime Contractor*

Report: Month/Year \_\_\_\_\_

**Report due by the 15<sup>th</sup> of following month.**

ADPICS Document Numbers

***Blanket Purchase Order Number***

\_\_\_\_\_

Purchase Order Number

\_\_\_\_\_

MBE Subcontract Amount

\_\_\_\_\_

Contract Begin Date

\_\_\_\_\_

Contract End Date

\_\_\_\_\_

Prime Contractor

\_\_\_\_\_

Address

\_\_\_\_\_

City

\_\_\_\_\_

Phone

\_\_\_\_\_

Contact Person

\_\_\_\_\_

State \_\_\_\_\_ Zip

\_\_\_\_\_

Fax

\_\_\_\_\_

Subcontractor

\_\_\_\_\_

Address

\_\_\_\_\_

City \_\_\_\_\_

Phone \_\_\_\_\_

Contact Person

\_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Fax \_\_\_\_\_





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Attachment D-5 (Continued)

Subcontractor Services Provided

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List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

- 1.
- 2.
- 3.

Total Amount Unpaid \$ \_\_\_\_\_

**\*\* If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature \_\_\_\_\_  
(Prime Contractor)

Date \_\_\_\_\_

**Return one (1) copy of this form to each of the following addresses:**

Tia Rattini, MBE Manager  
Office of Minority Affairs  
Department of Public Safety & Correctional Services  
6776 Reisterstown Road, Suite 208  
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services  
Department of Public Safety & Correctional Services  
6776 Reisterstown Road, Suite 309  
Baltimore, MD 21215



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***ATTACHMENT D-6***

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL  
SERVICES  
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**SUBCONTRACTOR PAYMENT REPORT**

**To be Completed Monthly by MBE Subcontractor**

Report: Month/Year \_\_\_\_\_

**Report due by the 15<sup>th</sup> of following month.**

ADPICS Document Numbers

***Blanket Purchase Order Number***

\_\_\_\_\_

Purchase Order Number

\_\_\_\_\_

MBE Subcontract Amount

\_\_\_\_\_

Contract Begin Date

\_\_\_\_\_

Contract End Date

\_\_\_\_\_



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MBE Subcontractor Name

MDOT Certification #

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Contact Person

Address

City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Subcontractor Services Provided

***List all payments received from Prime Contractor in the preceding 30 days.***

- 1.
- 2.
- 3.

TOTAL DOLLARS PAID

\$ \_\_\_\_\_

Prime Contractor Name

**List dates and amounts of any outstanding invoices.**

- 1.
- 2.
- 3.

TOTAL DOLLARS UNPAID

\$ \_\_\_\_\_

Contact Person

Signature \_\_\_\_\_  
(Subcontractor)

Date \_\_\_\_\_

**Return one (1) copy of this form to each of the following addresses:**

Tia Rattini, MBE Manager  
Office of Minority Affairs  
Department of Public Safety & Correctional Services  
6776 Reisterstown Road, Suite 208  
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services  
Department of Public Safety & Correctional Services  
6776 Reisterstown Road, Suite 309  
Baltimore, MD 21215



## ATTACHMENT E Pre-Proposal Conference Response Form

### Project No. Q0010020 Inmate Mental Health Services

A Pre-Proposal Conference shall be held on **Wednesday, February 17, 2010 – 9:00 AM** (Local Time) at Department of Public Safety and Correctional Services, Patuxent Institution roll-call room, 7555 Waterloo Road, Jessup, Maryland 20794. Please return this form by **2:00 PM, Tuesday, February 16, 2010** advising whether or not you plan to attend. For directions to the meeting site, please visit the website at: <http://www.mapquest.com/directions>. Those attending the Conference are directed to enter the main gatehouse through the “employee entrance”, and will be directed to the roll call room by the Patuxent Institution staff.

Email or fax this form to the Procurement Officer:

BJ Said-Pompey  
Director of Procurement Services  
Department of Public Safety and Correctional Services  
Fax # (410) 339-4240  
Email: [bjsaid-pompey@dpscs.state.md.us](mailto:bjsaid-pompey@dpscs.state.md.us)

Please indicate:

\_\_\_\_\_ Yes, the following representatives (by name and title) shall be in attendance:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_ No, we shall not be in attendance.

_____	Contact Name (Please Print)
_____	Signature
_____	Title
_____	E-Mail Address



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## INSTRUCTIONS FOR COMPLETING PRICE FORM

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For the successful Offeror, reimbursement will be on a monthly basis, as determined in the Price Form below.

The form should be filled out as follows:

- Offeror is to enter its Annual Proposed Cost per year for each of the three years.
- Offeror is to total these three annual amounts; this total will be the Offeror's total evaluated price.
- Offeror is to divide each Annual Proposed Cost by 12 to calculate the Offeror's Monthly Proposed Cost for each year. This is the anticipated monthly invoice amount to be paid to the contractor, based on the projected population figures.
- Offeror is to divide the Monthly Proposed Cost for each year by each year's Estimated Average Inmate Population, and enter these amounts as the Monthly Cost Per Inmate.

The total annual cost is the cost to supply the services to the inmate population – the projected population for each year is recorded in the first column. Reimbursement will be made monthly and will be based on the total annual cost divided by 12. This monthly cost will be adjusted by the Monthly Cost Per Inmate, up or down per individual, when the actual population count for the end of a month differs from the projected population count by more than 400.

For example: If the actual population count exceeds the projected population count by 410, the monthly cost will be increased by ten (10) times the Monthly Cost Per Inmate (the difference of 410 and 40); if the actual population count is 410 less than the projected count, the monthly cost will be decreased by ten (10) times the Monthly Cost Per Inmate.



**ATTACHMENT F Proposal Price Form – Mental Health Services**

**[Company Name]**

**[ Address]**

**[ City, State, Zipcode]**

**[Federal Identification Number]**

**[eMaryland Marketplace Number]**

**[MDOT Number (if applicable)]**

**[Phone Number]**

**[Fax Number]**

**[Email Address]**

	<b>Estimated Average Inmate Population (Years 1, 2, and 3)</b>	<b>Offeror's Annual Proposed Cost</b>	<b>Offeror's annual Proposed Cost divided by 12 months = Offeror's Monthly Proposed Cost</b>	<b>Offeror's Monthly Proposed Cost divided by Estimated Average Inmate Population = Monthly Cost Per Inmate</b>
<b>Year 1</b>	26,025			
<b>Year 2</b>	25,813			
<b>Year 3</b>	25,695			
	<b>Three Year Total</b>	<b>\$</b>		

**Authorized Representative Name/title**

**Authorized Signature/Date**



## ATTACHMENT M – Living Wage Requirements

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - 1. performs work on a State contract for services valued at less than \$100,000,
      - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
      - (C) performs work for a contractor not covered by the Living Wage Law as defined in B (1)(B) above, or B(3) or C below.
  - (3) Contracts involving services needed for the following:
    - (A) Services with a Public Service Company;
    - (B) Services with a nonprofit organization;
    - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into procurement ("Unit"); or
      - a. Services between a Unit and a County or Baltimore City.





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- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.



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**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_ - \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidders/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.



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**Affidavit of Agreement (continued)**  
**Maryland Living Wage Requirements-Service Contracts**

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date